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MTG & 1ST - 4TH INDENTURE NOT RECORDED
5TH SUPP INDENTURE 07-20-11 2011-1881
6TH SUPP INDENTURE 12-15-11 2011-3391
7TH SUPP INDENTURE 03-22-13 2013-845
8TH SUPP INDENTURE 03-23-15 2015-733
9TH SUPP INDENTURE 03-20-17 2017-870
10TH SUPP INDENTURE 10-04-18 2018-3222
11TH SUPP INDENTURE 05-14-20 2020-1645

Type of Document:
Sixth Supplemental Indenture to First Mortgage and Deed of Trust

Return Document to:
Janice M. Gauvin, Dykema Gossett PLLC, 400 Renaissance Center, Detroit, MI 48243

Preparer Information:
Elizabeth B. Hardin
Milbank, Hadley & McCloy LLP
1 Chase Manhattan Plaza
New York, NY 10005

Mortgagor:
ITC Midwest LLC

Mortgagee:
The Bank of New York Mellon Trust Company, N.A.

Legal Description:
See Exhibit A attached hereto

Document or Instrument number of previously recorded documents: See Schedule 1 Attached hereto.

EXECUTION COPY

SIXTH SUPPLEMENTAL INDENTURE TO FIRST MORTGAGE AND DEED OF TRUST

ITC MIDWEST LLC

TO

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as successor to THE BANK OF NEW YORK TRUST COMPANY, N.A.

Trustee

Dated as of November 29, 2011

Supplementing the First Mortgage and Deed of Trust dated as of January 14, 2008, as heretofore supplemented

From ITC MIDWEST LLC to THE BANK OF NEW YORK TRUST COMPANY, N.A., Trustee

THIS INSTRUMENT CONTAINS AFTER-ACQUIRED PROPERTY PROVISIONS

Establishing a series of Securities designated 3.50% First Mortgage Bonds, Series E due 2027

This agreement secures future advances as more fully set forth in section 5.10 hereof.

This document secures an additional debt amount of $6,500,000. Tax in the amount of $3,956 was paid on the debt amount of $1,720,000 in Le Sueur County, Minnesota, document number 353162 recorded January 16, 2008. Notwithstanding anything in the contrary contained herein the mortgage that is amended hereby in Minnesota is limited to a debt amount of $8,220,000.00 under chapter 287 of Minnesota Statutes.

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SIXTH SUPPLEMENTAL INDENTURE (this "SIXTH SUPPLEMENTAL INDENTURE"), dated as of November 29, 2011, between ITC MIDWEST LLC, a limited liability company organized and existing under the laws of the State of Michigan (herein called the "Company"), having its principal office at 27175 Energy Way, Novi, Michigan 48377, and THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A. (as successor to The Bank of New York Trust Company, N.A.), a national banking association, as trustee (herein called the "Trustee"), the office of the Trustee at which on the date hereof its corporate trust business is principally administered being 2 N. LaSalle, Suite 1020, Chicago, Illinois 60602.

RECITALS OF THE COMPANY

WHEREAS, the Company has heretofore executed and delivered to the Trustee a First Mortgage and Deed of Trust dated as of January 14, 2008 (the "Mortgage Indenture"), encumbering the real property interests as more particularly described on Exhibit A attached to the Mortgage Indenture and providing for the issuance by the Company from time to time of its bonds, notes or other evidences of indebtedness (in the Mortgage Indenture and herein called the "Securities") to be issued in one or more series and to provide security for the payment of the principal of and premium, if any, and interest, if any, on the Securities; and

WHEREAS, the Company has heretofore executed and delivered the following supplemental indentures, dated as hereinafter set forth:

Instrument	Date
First Supplemental Indenture	January 14, 2008
Second Supplemental Indenture	December 15, 2008
Third Supplemental Indenture	December 15, 2008
Fourth Supplemental Indenture	December 10, 2009
Fifth Supplemental Indenture	July 15, 2011

WHEREAS, the Mortgage Indenture, the First Supplemental Indenture, the Second Supplemental Indenture, the Third Supplemental Indenture, the Fourth Supplemental Indenture and the Fifth Supplemental Indenture listed in the foregoing paragraph were recorded in the offices set forth in Schedule 1 attached hereto; and

WHEREAS, there have heretofore been issued under the Indenture the following Securities in the principal amounts as follows:

Title	Issued	Principal Amount
6.150% First Mortgage Bonds, Series A, due 2038	January 24, 2008	$175,000,000
7.12% First Mortgage Bonds, Series B, due 2017	December 22, 2008	$40,000,000
7.27% First Mortgage Bonds, Series C, due 2020	December 22, 2008	$35,000,000
4.60% First Mortgage Bonds Series D, due 2024	December 17, 2009 February 18, 2010	$35,000,000 $40,000,000

WHEREAS, The Bank of New York Trust Company, N.A., became The Bank of New York Mellon Trust Company, N.A., a national banking association, pursuant to a name change, and approved by the Comptroller of Currency, effective July 1, 2008; and

WHEREAS, in addition to the property described in the Mortgage Indenture, the Company has acquired certain other property, rights, and interests in property; and

WHEREAS, the Company, in the exercise of the power and authority conferred upon and reserved to it under the provisions of the Mortgage Indenture and pursuant to appropriate resolutions of the Board of Directors, has duly determined to make, execute and deliver to the Trustee this Sixth Supplemental Indenture to the Mortgage Indenture as permitted by Sections 2.01, 3.01, 4.01, 4.02 and 14.01 of the Mortgage Indenture in order to establish the form and terms of, and to provide for the creation and issuance of, a series of Securities under the Mortgage Indenture in an aggregate principal amount of $100,000,000 and to amend and supplement the Mortgage Indenture as herein provided; and

WHEREAS, all things necessary to make the Bonds (as defined herein), when executed by the Company and authenticated and delivered by the Trustee or any Authenticating Agent and issued upon the terms and subject to the conditions hereinafter and in the Mortgage Indenture set forth against payment therefor the valid, binding and legal obligations of the Company and to make this Sixth Supplemental Indenture a valid, binding and legal agreement of the Company, have been done;

NOTICE TO IOWA RESIDENTS: This Sixth Supplemental Indenture secures credit in the amount of ONE HUNDRED MILLION DOLLARS ($100,000,000) together with the amount of all prior advances pursuant to Securities issuances heretofore made pursuant to the Mortgage Indenture, the First Supplemental Indenture, the Second Supplemental Indenture, the Third Supplemental Indenture, the Fourth Supplemental Indenture and the Fifth Supplemental Indenture for a total combined amount advanced of FOUR HUNDRED TWENTY-FIVE MILLION DOLLARS ($425,000,000). Loans and advances up to this amount, together with interest, are senior to indebtedness to other creditors under subsequently recorded or filed mortgages and liens.

GRANTING CLAUSES

NOW, THEREFORE, THIS SIXTH SUPPLEMENTAL INDENTURE WITNESSETH that, in order to establish the terms of a series of Securities, and for and in consideration of the premises and of the covenants contained in the Mortgage Indenture and in this Sixth Supplemental Indenture and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, and in order to secure the payment of the principal of and premium, if any, and interest, if any, on, and all

other amounts (including, without limitation, fees, expenses and indemnities) in connection with, all Securities from time to time Outstanding and the performance of the covenants therein and herein contained and to declare the terms and conditions on which such Securities are secured, the Company has granted, bargained, sold, conveyed, assigned, transferred mortgaged, pledged, set over and confirmed and hereby grants, bargains, sells, conveys, assigns, transfers, mortgages, pledges, sets over and confirms to the Trustee, and has granted and hereby grants to the Trustee, for itself and for the benefit of the Holders, with power of sale, a lien upon and a security interest in, the following (subject, however, to the terms and conditions set forth in the Mortgage Indenture and herein):

GRANTING CLAUSE FIRST

All right, title and interest of the Company, as of the date of the execution and delivery of this Sixth Supplemental Indenture, as originally executed and delivered, in and to all property, real, personal and mixed, located in the States of Illinois, Iowa, Minnesota and Missouri, or wherever else situated (other than Excepted Property), including without limitation all right, title and interest of the Company in and to the following property and interests so located (other than Excepted Property):

(a) all real property owned in fee, easements, easement estates and other interests in real property which are specifically described or referred to in Exhibit A attached to the Mortgage Indenture, Exhibit A attached to the First Supplemental Indenture, Exhibit A attached to the Second Supplemental Indenture, Exhibit A attached to the Third Supplemental Indenture, Exhibit A attached to the Fourth Supplemental Indenture, Exhibit A attached to the Fifth Supplemental Indenture, and Exhibit A attached hereto;

(b) all licenses, permits to use the real property of others, franchises to use public roads, streets and other public properties, rights of way and other rights or interests relating to the occupancy or use of real property;

(c) all facilities, machinery, equipment and fixtures for the transmission and distribution of electric energy including, but not limited to, all plants, air and water pollution control and sewage and solid waste disposal facilities, switchyards, towers, substations, transformers, poles, lines, cables, conduits, ducts, conductors, meters, regulators and all other property used or to be used for any or all of such purposes;

(d) all buildings, offices, warehouses, structures or improvements in addition to those referred to or otherwise included in clauses (a) and (c) above;

(e) all computers, data processing, data storage, data transmission and/or telecommunications facilities, equipment and apparatus necessary for the operation or maintenance of any facilities, machinery, equipment or fixtures described or referred to in clause (c) above;

(f) all of the foregoing property in the process of construction; and

(g) (except as hereinbefore or hereinafter expressly excepted) all the right, title and interest of the Company in and to all other property of any kind or nature appertaining to and/or used and/or occupied and/or enjoyed in connection with any property hereinbefore described;

GRANTING CLAUSE SECOND

Subject to the applicable exceptions permitted by Sections 8.10(d), 13.03 and 13.05 of the Mortgage Indenture, all right, title and interest of the Company in all property of every kind and

description and wheresoever situated, real, personal and mixed (other than Excepted Property) which may be hereafter acquired by the Company, it being the intention of the Company that all such property acquired by the Company after the date of the execution and delivery of this Sixth Supplemental Indenture, as originally executed and delivered, shall be as fully embraced within and subjected to the Lien of the Indenture as if such property were owned by the Company as of the date of the execution and delivery of this Sixth Supplemental Indenture, as originally executed and delivered;

GRANTING CLAUSE THIRD

Any Excepted Property, which may, from time to time after the date of the execution and delivery of this Sixth Supplemental Indenture, as originally executed and delivered, by delivery or by an instrument supplemental to the Indenture, be subjected to the Lien of the Indenture by the Company, the Trustee being hereby authorized to receive the same at any time as additional security hereunder; it being understood that any such subjection to the Lien of the Indenture of any Excepted Property as additional security may be made subject to such reservations, limitations or conditions respecting the use and disposition of such property or the proceeds thereof as shall be set forth in such instrument; and

GRANTING CLAUSE FOURTH

All tenements, hereditaments, servitudes and appurtenances belonging or in any wise appertaining to the aforesaid property, with the reversions and remainders thereof;

EXCEPTED PROPERTY

Expressly excepting and excluding, however, from the Lien of the Indenture all right, title and interest of the Company in and to all Excepted Property, whether now owned or hereafter acquired;

TO HAVE AND TO HOLD all such property, unto the Trustee, its successors in trust and their assigns forever;

SUBJECT, HOWEVER, to (a) Liens existing at the date of the execution and delivery of the Mortgage Indenture, as originally executed and delivered, which Liens do not in the aggregate materially and adversely impair the use of the Mortgaged Property in the operation of the business of the Company, or materially and adversely affect the security afforded by the Indenture, (b) as to property acquired by the Company after the date of the execution and delivery of the Mortgage Indenture, as originally executed and delivered, Liens existing or placed thereon at the time of the acquisition thereof (including, but not limited to, Purchase Money Liens), and (c) Permitted Liens;

IN TRUST, for the equal and ratable benefit and security of the Holders from time to time of all Outstanding Securities without any priority of any such Security over any other such Security;

PROVIDED, HOWEVER, that the right, title and interest of the Trustee in and to the Mortgaged Property shall cease, terminate and become void in accordance with, and subject to the conditions set forth in, Article IX of the Mortgage Indenture, and if, thereafter, the principal of and premium, if any, and interest, if any, on, and any other amounts (including, without limitation, fees, expenses and indemnities) in connection with, the Securities shall have been paid to the Holders thereof, or shall have been paid to the Company pursuant to Section 6.03 of the Mortgage Indenture, then and in that case the Indenture shall terminate, and the Trustee shall execute and deliver to the Company such instruments as the Company shall require to evidence such termination; otherwise the Indenture, and the estate and rights hereby granted, shall be and remain in full force and effect;

IT IS HEREBY COVENANTED AND AGREED by and between the Company and the Trustee that all the Securities are to be authenticated and delivered, and that the Mortgaged Property is to be held, subject to the further covenants, conditions and trusts set forth in the Indenture; and

THE PARTIES HEREBY COVENANT AND AGREE as follows:

ARTICLE ONE

DEFINITIONS AND OTHER PROVISIONS OF GENERAL APPLICATION

(a) Mortgage Indenture Definitions. Each capitalized term that is used herein and is defined in the Mortgage Indenture shall have the meaning specified in the Mortgage Indenture unless such term is otherwise defined herein; *provided, however*, that any reference to a "Section" or "Article" refers to a Section or Article, as the case may be, of this Sixth Supplemental Indenture, unless otherwise expressly stated.

(b) Additional Definitions. For purposes of this Sixth Supplemental Indenture, except as otherwise expressly provided or unless the context otherwise requires, the following capitalized terms shall have the meanings set forth below:

"Bond" has the meaning assigned to that term in Section 2.01(a).

"Bondholders" means (a) the Initial Bondholders and (b) each subsequent holder of a Bond as shown on the register maintained by the Company pursuant to Section 3.05 of the Indenture.

"Capital Stock" means, with respect to any Person, any and all shares, interests, participations or other equivalents (however designated, whether voting or non-voting) in the equity of such Person, including, without limitation, all partnership interests, common stock and preferred stock and any and all warrants, rights or options to purchase any of the foregoing.

"Capital Lease" means a lease with respect to which the lessee is required concurrently to recognize the acquisition of an asset and the incurrence of a liability in accordance with GAAP as in effect on the Closing Date.

"Capital Lease Obligation" means, with respect to any Person and a Capital Lease, the amount of the obligation of such Person as the lessee under such Capital Lease which would, in accordance with GAAP as in effect on the Closing Date, appear as a liability on a balance sheet of such Person.

"Cash Equivalents" means (i) obligations of or directly and fully guaranteed by the United States, or of any agency or instrumentality thereof, maturing not later than three hundred sixty-five (365) days from the date of acquisition thereof, (ii) commercial paper rated (on the date of acquisition thereof) A-1 (or the equivalent thereof) or better by S&P and P-1 (or the equivalent thereof) or better by Moody's, maturing not later than two hundred seventy (270) days from the date of acquisition thereof, (iii) guaranteed investment contracts maturing not later than three hundred sixty-five (365) days from the date of acquisition thereof and entered into with (or fully guaranteed by) financial institutions whose long-term unsecured non-credit enhanced indebtedness is rated A- or better by S&P and A3 or better by Moody's, and (iv) investments in money market funds having a rating from each of S&P and Moody's in the highest investment category granted thereby.

"Closing Date" has the meaning assigned to that term in Schedule B to the Purchase Agreement.

"Code" means the United States Internal Revenue Code of 1986, as amended.

"Debt" means, without duplication, with respect to any Person, the sum of (a) liabilities for borrowed money, (b) liabilities (excluding accounts payable and other accrued liabilities arising in the ordinary course of business) for the deferred purchase price of property and conditional sale or title retention agreements, (c) Capital Lease Obligations, (d) liabilities for borrowed money secured by a Lien on property, (e) reimbursement obligations (contingent or otherwise) in respect of letters of credit, performance bonds or bankers' acceptances, (f) obligations under any Hedging Agreements, (g) liabilities for Synthetic Leases, (h) obligations evidenced by bonds, debentures, notes or similar instruments and (i) any guarantee with respect to liabilities in clauses (a) through (h) above. All references to the principal amount of Debt outstanding at any time shall be understood to include not only the principal amount of any liabilities for borrowed money or of any bonds, debentures, notes or similar instruments, but also obligations (including those related to reimbursement obligations in respect of letters of credit, but excluding those in respect of interest, fees and other similar amounts) under all other types of Debt described in this definition.

"Default" means the occurrence and continuance of an event, which, with the giving of notice or lapse of time, or both, would constitute an Event of Default.

"Dispose" or "Disposition" means a sale, lease, transfer or other disposition of any assets of the Company.

"Environmental Laws" means any and all federal, state, local, and foreign statutes, laws, regulations, ordinances, rules, judgments, orders, decrees, permits, licenses or legally enforceable governmental restrictions relating to pollution and the protection of the environment or the release of any Hazardous Materials into the environment.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended from time to time and the regulations promulgated thereunder.

"ERISA Affiliate" means, with respect to any Person, any trade or business (whether or not incorporated) which is a member of a group of which such Person is a member and which is treated as a single employer with such Person under Section 414 of the Code.

"ERISA Event" means:

(a) the occurrence of a reportable event, within the meaning of Section 4043 of ERISA, with respect to any Plan unless the notice requirement with respect to such event has been waived;

(b) the application for a minimum funding waiver with respect to a Plan;

(c) the provision by the administrator of any Plan of a notice of intent to terminate such Plan, pursuant to Section 4041(c) of ERISA;

(d) the withdrawal by the Company or any ERISA Affiliate from a Multiple Employer Plan during a plan year for which it was a substantial employer, as defined in Section 4001(a)(2) of ERISA;

(e) the conditions for the imposition of a lien under Section 303(k) of ERISA shall have been met with respect to any Plan;

(f) the adoption of an amendment to a Plan requiring the provision of security to such Plan pursuant to Section 436 of the Code;

(g) the institution by the PBGC of proceedings to terminate, or cause a trustee to be appointed to administer, a Plan pursuant to Section 4042 of ERISA; or

(h) the incurrence of withdrawal liability under Title IV of ERISA by the Company or any of its ERISA Affiliates upon the withdrawal by the Company or any of its ERISA Affiliates from a Multiemployer Plan or the incurrence of liability by the Company or any of its ERISA Affiliates upon the termination of a Multiemployer Plan.

"Event of Default" has the meaning assigned to that term in Article Four of this Sixth Supplemental Indenture.

"FERC" means the United States Federal Energy Regulatory Commission.

"Financing Agreements" means the Indenture, including this Sixth Supplemental Indenture, the Purchase Agreement and the Bonds.

"Governmental Approval" means any authorization, consent, approval, license, franchise, ruling, tariff, rate, permit, certificate, exemption of, or filing or registration with, any Governmental Authority required in connection with:

(a) the execution, delivery or performance of any Transmission Document by any party thereto;

(b) the entry into or performance of any Financing Agreement by the Company (including the actual issuance of the Bonds) or the grant and perfection of any Lien contemplated to be granted by the Indenture; or

(c) the ownership, development, expansion, operation or maintenance of the Transmission System.

"Hazardous Materials" means any and all pollutants, toxic or hazardous wastes or other substances that could reasonably be expected to pose a hazard to health and safety, the removal of which could reasonably be expected to be required or the generation, manufacture, refining, production, processing, treatment, storage, handling, transportation, transfer, use, disposal, release, discharge, spillage, seepage or filtration of which is restricted, prohibited or penalized by any applicable law including, but not limited to, asbestos, urea formaldehyde foam insulation, polychlorinated biphenyls, petroleum, petroleum products, lead based paint, radon gas or similar restricted, prohibited or penalized substances.

"Hedging Agreements" means all interest rate swaps, caps or collar agreements or similar arrangements dealing with interest rates or currency exchange rates or the exchange of nominal interest obligations, either generally or under specific contingencies.

"Holdco" means ITC Holdings Corp., a Michigan corporation.

"Indenture" means the Mortgage Indenture, as supplemented and modified by any and all indentures supplemental thereto, including this Sixth Supplemental Indenture.

"Initial Bondholder" means each Bondholder listed on Schedule A to the Purchase Agreement purchasing any Bonds on the Closing Date.

"Institutional Investor" means (a) any Initial Bondholder, (b) any holder of more than $5,000,000 of the aggregate principal amount of the Bonds and (c) any bank, trust company, other financial institution, pension plan, investment company, insurance company, or similar financial institution.

"Investment" or "Invest" means (a) a purchase or acquisition of, or an investment or reinvestment in, Rate Base Assets or (b) without duplication, the making of a firm, good faith contractual commitment, in the ordinary course of business and not subject to any conditions in the Company's control, to purchase or acquire, or invest or reinvest in, Rate Base Assets.

"Law" means any federal, state, local (including municipal) or other statute, law, rule, regulation, ordinance, order, code, policy or rule of common law, now or hereafter in effect, and any judicial or administrative interpretation thereof by a Governmental Authority or otherwise (including any judicial or administrative order, consent decree or judgment to which the Company is a party).

"Make-Whole Amount" means, with respect to any Bond, an amount, as determined by the Company, equal to the excess, if any, of the Discounted Value of the Remaining Scheduled Payments with respect to the Called Principal of such Bond over the amount of such Called Principal; *provided* that the Make-Whole Amount may in no event be less than zero. For the purposes of determining any Make-Whole Amount, the following terms have the following meanings:

> "Called Principal" means, with respect to any Bond, the principal of such Bond that is to be redeemed pursuant to Section 2.03 or 2.04 or has become or is declared to be immediately due and payable pursuant to Section 10.02 of the Indenture, as the context requires.
>
> "Discounted Value" means, with respect to the Called Principal of any Bond, the amount obtained by discounting all Remaining Scheduled Payments with respect to such Called Principal from their respective scheduled due dates to the Settlement Date with respect to such Called Principal, in accordance with accepted financial practice and at a discount factor (applied on the same periodic basis as that on which interest on the Bonds is payable) equal to the Reinvestment Yield with respect to such Called Principal.
>
> "Reinvestment Yield" means, with respect to the Called Principal of any Bond, 0.50% over the yield to maturity implied by (i) the yields reported, as of 10:00 a.m. (New York City time) on the second Business Day preceding the Settlement Date with respect to such Called Principal, on the display designated as "Page PX1" on the Bloomberg Financial Markets Services Screen (or such other display as may replace Page PX1 on the Bloomberg Financial Markets Services Screen) for the most recently issued actively traded on the run U.S. Treasury securities having a maturity equal to the Remaining Average Life of such Called Principal as of such Settlement Date, or (ii) if such yields are not reported as of such time or the yields reported as of such time are not ascertainable (including by way of interpolation), the Treasury Constant Maturity Series Yields reported,

for the latest day for which such yields have been so reported as of the second Business Day preceding the Settlement Date with respect to such Called Principal, in Federal Reserve Statistical Release H.15 (or any comparable successor publication) for actively traded on the run U.S. Treasury securities having a constant maturity equal to the Remaining Average Life of such Called Principal as of such Settlement Date. In the case of each determination under clause (i) or clause (ii), as the case may be, of the preceding sentence, such implied yield will be determined, if necessary, by (a) converting U.S. Treasury bill quotations to bond-equivalent yields in accordance with accepted financial practice and (b) interpolating linearly between (1) the applicable actively traded on the run U.S. Treasury security with the maturity closest to and greater than such Remaining Average Life and (2) the applicable actively traded on the run U.S. Treasury security with the maturity closest to and less than such Remaining Average Life. The Reinvestment Yield shall be rounded to the number of decimal places as appears in the interest rate of the applicable Bond.

"Remaining Average Life" means, with respect to any Called Principal, the number of years (calculated to the nearest one-twelfth year) obtained by dividing (i) such Called Principal into (ii) the sum of the products obtained by multiplying (a) the principal component of each Remaining Scheduled Payment with respect to such Called Principal by (b) the number of years (calculated to the nearest one-twelfth year) that will elapse between the Settlement Date with respect to such Called Principal and the scheduled due date of such Remaining Scheduled Payment.

"Remaining Scheduled Payments" means, with respect to the Called Principal of any Bond, all payments of such Called Principal and interest thereon that would be due after the Settlement Date with respect to such Called Principal if no payment of such Called Principal were made prior to its scheduled due date; *provided* that if such Settlement Date is not a date on which interest payments are due to be made under the terms of the Bonds, then the amount of the next succeeding scheduled interest payment will be reduced by the amount of interest accrued to such Settlement Date and required to be paid on such Settlement Date pursuant to Section 2.03 or 2.04 or Section 10.02 of the Indenture.

"Settlement Date" means, with respect to the Called Principal of any Bond, the date on which such Called Principal is to be redeemed pursuant to Section 2.03 or 2.04 or has become or is declared to be immediately due and payable pursuant to Section 10.02 of the Indenture, as the context requires.

"Material" means material in relation to the business, operations, affairs, financial condition, assets or properties of the Company.

"Material Adverse Effect" means a material adverse effect on (a) the business, operations, affairs, financial condition, assets or properties of the Company, (b) the ability of the Company to perform its obligations under any Financing Agreement (including, the timely payments of principal of, or Make-Whole Amount, if any, and interest on, the Bonds), (c) the legality, validity or enforceability of the Financing Agreements or (d) the perfection or priority of the Liens purported to be created pursuant to the Indenture or the rights and remedies of the Bondholders with respect thereto.

"MISO" means the Midwest Independent Transmission System Operator, Inc.

"Moody's" means Moody's Investors Service, Inc., or any successor thereto.

"Mortgage Indenture" has the meaning assigned to that term in the first Recital.

"Multiemployer Plan" means a multiemployer plan, as defined in Section 4001(a)(3) of ERISA, to which the Company or any of its ERISA Affiliates is making or accruing an obligation to make contributions, or has within any of the preceding five plan years made or accrued an obligation to make contributions, such plan being maintained pursuant to one or more collective bargaining agreements.

"Multiple Employer Plan" means a single employer plan, as defined in Section 4001(a)(15) of ERISA, which (a) is maintained for employees of the Company or any of its ERISA Affiliates and at least one Person other than the Company and its ERISA Affiliates or (b) was so maintained and in respect of which the Company or any of its ERISA Affiliates could have liability under Section 4064 or 4069 of ERISA in the event such plan has been or were to be terminated.

"Net Proceeds" means, with respect to any Disposition of assets, the gross proceeds thereof (including any such proceeds received by way of deferred payment, installment, price adjustment or otherwise), whether in cash or otherwise, net of any taxes paid or reasonably estimated to be paid as a result thereof (after taking into account any available tax credits or deductions applicable thereto).

"NRSRO" means any credit rating agency that is recognized as a Nationally Recognized Statistical Rating Organization by the U.S. Securities and Exchange Commission.

"OATT" means, at any given time, the open access transmission tariff of MISO that is applicable to the Company, approved by the FERC and then in effect.

"PBGC" means the Pension Benefit Guaranty Corporation established pursuant to Subtitle A of Title IV of ERISA, or any successor.

"Permitted Additional Senior Secured Debt" has the meaning assigned to that term in Section 3.02(d).

"Plan" means an "employee benefit plan" as defined in Section 3(3) of ERISA that is subject to Title IV of ERISA or is subject to Section 412 of the Code, other than a Multiemployer Plan, which is maintained, sponsored or contributed to, by the Company or any of its ERISA Affiliates.

"Property" means any right or interest in or to assets or property of any kind whatsoever, whether real, personal or mixed and whether tangible or intangible.

"Purchase Agreement" means that certain Bond Purchase Agreement, to be dated as of November 29, 2011, between the Company and the Initial Bondholders.

"Rate Base Assets" means assets of the Company which are included in the FERC's determination of the Company's revenue requirement under the OATT.

"Reputable Insurer" means any financially sound and responsible insurance provider permitted to do business in the State of Michigan rated "A" or better by A.M. Best Company (or if such ratings cease to be published generally for the insurance industry, meeting comparable financial standards then applicable to the insurance industry).

"Responsible Officer", when used with respect to the Company, means any Senior Financial Officer or any vice president of the Company or Holdco and any other officer of the Company or Holdco with responsibility for the administration of the relevant Financing Agreement, or portion thereof.

"S&P" means Standard & Poor's Ratings Services, a division of the McGraw-Hill Companies, Inc., or any successor thereto.

"Senior Financial Officer" means the chief financial officer, principal accounting officer, treasurer, comptroller or any vice president of Holdco.

"Senior Secured Debt" means (i) the Bonds, (ii) the 6.150% First Mortgage Bonds, Series A due 2038 issued pursuant to the Indenture, (iii) the 7.12% First Mortgage Bonds, Series B due 2017 issued pursuant to the Indenture, (iv) the 7.27% First Mortgage Bonds, Series C due 2020 issued pursuant to the Indenture, (v) the 4.60% First Mortgage Bonds, Series D due 2024 issued pursuant to the Indenture, (vi) other Securities Outstanding issued pursuant to the Indenture and (vii) Permitted Additional Senior Secured Debt.

"Sixth Supplemental Indenture" has the meaning assigned to that term in the introductory paragraph hereof.

"Subordinated Debt" means unsecured Debt of the Company fully subordinated in right of payment to the Bonds and other Senior Secured Debt substantially on the terms set forth in Exhibit B attached hereto.

"Synthetic Leases" means any synthetic lease, tax retention operating lease, off-balance sheet loan or similar off-balance sheet financing product, where such transaction is considered debt for borrowed money for tax purposes but is classified as an operating lease in accordance with GAAP.

"Total Loss" means (a) a permanent, total loss of a substantial portion of the Transmission System as a result of any event which causes all or a Material portion of the Transmission System to be damaged, destroyed or rendered unfit for normal use for any reason whatsoever or (b) a substantial portion of the Transmission System is condemned, nationalized, seized, compulsorily acquired or otherwise expropriated by any Governmental Authority under power of eminent domain or otherwise.

"Total Secured Amount" shall have the meaning assigned to that term in Section 5.10.

"Transmission Documents" shall have the meaning assigned to such term in the Purchase Agreement.

"Transmission System" means the transmission lines and towers; substations; switching stations and substations; circuit breakers; and all such other necessary facilities used for providing transmission service; in each case, owned by the Company.

ARTICLE TWO

TITLE, FORM AND TERMS AND CONDITIONS OF THE BONDS

Section 2.01. The Bonds.

(a) The Securities of this series to be issued under the Mortgage Indenture pursuant to this Sixth Supplemental Indenture shall be designated as "3.50% First Mortgage Bonds, Series E due 2027" (the "Bonds") and shall be Securities issued under the Mortgage Indenture.

(b) The Trustee shall authenticate and deliver the Bonds for original issue on the Closing Date in the aggregate principal amount of $100,000,000, upon a Company Order for the authentication and delivery thereof pursuant to Section 4.01 of the Mortgage Indenture.

(c) Interest on the Bonds shall be payable to the Persons in whose names such Bonds are registered at the close of business on the Regular Record Date for such interest (as specified in subsection (v) below), except as otherwise expressly provided in the form of such Bonds attached hereto as Exhibit C.

(d) The Bonds shall mature and the principal thereof shall be due and payable together with all accrued and unpaid interest thereon on January 19, 2027.

(e) The Bonds shall bear interest at the rate of 3.50% per annum; *provided* that, to the extent permitted by law, any overdue payment (including any overdue prepayment) of principal, any overdue payment of interest and any overdue payment of any Make-Whole Amount shall bear interest at a rate per annum from time to time equal to the greater of (x) 5.50% and (y) 2.0% over the rate of interest publicly announced by JPMorgan Chase Bank, N.A. from time to time in New York, New York as its "base" or "prime" rate. Interest shall accrue on the Bonds from the Closing Date, or the most recent date to which interest has been paid or duly provided for. The Interest Payment Dates for the Bonds shall be June 30 and December 31 in each year, commencing June 30, 2012, and the Regular Record Dates with respect to the Interest Payment Dates for the Bonds shall be the 15th calendar day preceding each Interest Payment Date (whether or not a Business Day); *provided, however* that interest payable at Maturity will be payable to the Bondholder to whom principal is payable.

(f) Subject to Section 2.02, the office or agency of the Trustee in New York, New York, which as of the date hereof is located at c/o The Bank of New York Mellon, Trust Services Window, 101 Barclay Street, New York, New York 10286, shall be the place at which the principal of and Make-Whole Amount, if any, and interest on the Bonds shall be payable. The office or agency of the Trustee in New York, New York, which as of the date hereof is located at c/o The Bank of New York Mellon, Trust Services Window, 101 Barclay Street, New York, New York 10286, shall be the place at which registration of transfer of the Bonds may be effected; and The Bank of New York, N.A. shall be the Security Registrar and the Paying Agent for the Bonds; *provided, however*, that the Company reserves the right to designate, by one or more Officer's Certificates, its principal office in Novi, Michigan as any such place or itself as the Security Registrar; *provided, however,* that there shall be only a single Security Registrar for the Bonds.

(g) The Bonds shall be issuable in registered form in denominations of at least $250,000 or any integral multiple thereof.

(h) All payments of the principal of and Make-Whole Amount, if any, and interest on the Bonds shall be made in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts.

(i) The Bonds shall not be defeasible pursuant to Sections 9.04(b) or (c) of the Indenture and such Sections of the Indenture shall not apply to the Bonds.

(j) The Bonds shall have such other terms and provisions as are provided in the form thereof attached hereto as Exhibit C, and shall be issued in substantially such form.

Section 2.02. Payment on the Bonds.

(a) Subject to Section 2.02(b), payments of principal, Make-Whole Amount, if any, and interest becoming due and payable on the Bonds shall be made at the Place of Payment designated in Section 2.01(f) or such place as the Company may at any time, by notice, specify to each Bondholder, so long as such Place of Payment shall be either the principal office of the Company or the principal office of a bank or trust company in New York, New York.

(b) So long as any Initial Bondholder or its nominee shall be a Bondholder, and notwithstanding anything contained in the Indenture, Section 2.02(a) or in such Bond to the contrary, the Company will pay all sums becoming due on such Bond for principal, Make-Whole Amount, if any, and interest by the method and at the address specified for such purpose below such Initial Bondholder's name in Schedule A to the Purchase Agreement, or by such other method or at such other address as such Initial Bondholder shall have from time to time specified to the Company and the Trustee in writing for such purpose in accordance with the Purchase Agreement, without the presentation or surrender of such Bond or the making of any notation thereon, except that concurrently with or reasonably promptly after payment or redemption in full of any Bond, such Initial Bondholder shall surrender such Bond for cancellation to the Company at its principal office or at the Place of Payment most recently designated by the Company pursuant to Section 2.02(a). Prior to any sale or other disposition of any Bond held by such Initial Bondholder or its nominee such Initial Bondholder will, at its election, either endorse thereon the amount of principal paid thereon and the last date to which interest has been paid thereon or surrender such Bond to the Company in exchange for a new Bond or Bonds pursuant to Section 3.05 of the Indenture; *provided*, that a transfer by endorsement shall not constitute a registration of transfer for purposes of the Indenture and the Trustee and any agent of the Trustee shall be entitled to the protections of Section 3.08 of the Indenture with respect to any Bond, the transfer of which has not been so registered. The Company will afford the benefits of this Section 2.02(b) to any Institutional Investor that is the direct or indirect transferee of any Bond purchased by such Initial Bondholder under the Indenture. The Company agrees and acknowledges that the Trustee shall not be liable for any Bondholder's failure to perform its obligations under this Section 2.02(b). Each Initial Bondholder and any such Institutional Investor by its purchase of its Bond agrees to indemnify the Trustee for, and to hold it harmless against, any loss, liability or expense incurred without negligence, willful misconduct or bad faith on its part, arising out of or in connection with such Bondholder's or Institutional Investor's failure to comply with the provisions of this Section 2.02(b), including the costs and expenses of defending itself against any claim or liability in connection therewith, such indemnity to survive the payment of such Bonds and the resignation or removal of the Trustee.

(c) Notwithstanding anything to the contrary in Section 1.18 of the Mortgage Indenture, if the Stated Maturity or any Redemption Date of the Bonds shall not be a Business Day at any Place of Payment, then (notwithstanding any other provision of the Mortgage Indenture or this Sixth Supplemental Indenture) payment of interest on or principal (and premium, if any) of the Bonds due at the Stated Maturity or on any Redemption Date thereof need not be made at such Place of Payment on such

date, but may be made on the next succeeding Business Day at such Place of Payment with the same force and effect as if made on the Stated Maturity or on any Redemption Date thereof, provided that interest shall accrue on the outstanding principal amount of the Bonds due at the Stated Maturity or on any Redemption Date thereof at the rate set forth in the Bonds until the date of actual payment.

Section 2.03. Mandatory Redemption of the Bonds.

Pursuant to Section 5.01 of the Mortgage Indenture, in the event that any one or more Dispositions during any consecutive 12-month period (except Dispositions permitted under Section 3.02(b)(i) or (ii)) yield Net Proceeds in excess of 10% of the Fair Value of the Mortgaged Property as of the last day of the fiscal quarter of the Company most recently ended, in the aggregate, the Net Proceeds of such Disposition or Dispositions shall be used for the mandatory redemption of the Bonds, and/or the redemption or prepayment of other Senior Secured Debt in accordance with its terms, on a date which is no more than nine months following a Disposition that, when aggregated with any other Dispositions, requires compliance with this Section 2.03 unless (x) during the nine month period immediately preceding the date of such Disposition, the Company Invested in any Rate Base Assets in which case an amount of such Net Proceeds equal to the excess, if any, of (A) the total aggregate amount of all such Investments made during such preceding nine month period (excluding, however, the amount of any Investments made pursuant to clause (b) of the definition of "Investment" that were not expended for Rate Base Assets during such nine month period) over (B) the aggregate amount of Debt incurred by the Company (which, with respect to any Debt incurred under any permitted credit facility of a revolving nature, shall be calculated on a net basis after taking into account any borrowings, prepayments, repayments, reborrowings or other extensions of credit made by or in favor of the Company thereunder), in each case, during such preceding nine month period, need not be applied to such redemption or prepayment, as the case may be, or (y) during the nine month period following the date of such Disposition, the Company shall Invest in Rate Base Assets, in which case an amount of such Net Proceeds so Invested during such following nine month period need not be applied to such redemption or prepayment, as the case may be; *provided, however*, that in the event that any such amounts referred to in this clause (y) Invested pursuant to clause (b) of the definition of "Investment" are not expended for Rate Base Assets within a period of six months from the end of such following nine month period, any such amounts not so expended shall be used for the mandatory redemption of the Bonds, and/or the redemption or prepayment of other Senior Secured Debt in accordance with its terms, on a date not later than the last day of such six month period. Any redemption of the Bonds pursuant to this Section 2.03 shall be made (i) at a Redemption Price equal to the principal amount of the Bonds being redeemed and shall be accompanied by payment of accrued and unpaid interest on the principal amount of the Bonds so redeemed to the redemption date and a Make-Whole Amount and (ii) in accordance with the procedures for optional redemption set forth in Section 2.04(b) below. Notwithstanding anything to the contrary in this Section 2.03, any amounts utilized pursuant to clauses (x) or (y) above to reduce the amount of Net Proceeds required to be applied to redemption of the Bonds and/or redemption or prepayment of other Senior Secured Debt in accordance with its terms may be utilized no more than once with respect to the Net Proceeds of any one or more Dispositions occurring in any consecutive twelve month period.

Section 2.04. Optional Redemption.

(a) Pursuant to Section 5.01 of the Mortgage Indenture, the Bonds may be redeemed at the option of Company, in whole or in part, at any time or from time to time at a Redemption Price equal to the principal amount of such Bonds plus the Make-Whole Amount plus accrued and unpaid interest thereon to the redemption date; *provided, however,* that if the Bonds are redeemed in part, the Bonds shall not be redeemed in an amount less than $5,000,000 of the aggregate principal amount of the Bonds then Outstanding.

(b) Notwithstanding anything to the contrary in Article V of the Mortgage Indenture, the redemption of the Bonds shall take place in accordance with the procedures and requirements set forth in this Section 2.04(b), without prejudice to the requirements of Section 5.02 (which shall for purposes of this Sixth Supplemental Indenture also be applicable to a redemption under Section 2.03) and Sections 5.05 and 5.06 of the Mortgage Indenture. The Company (or the Security Registrar, if so requested pursuant to Section 5.04 of the Mortgage Indenture) shall give each Bondholder written notice of each optional redemption under this Section 2.04, or a mandatory redemption under Section 2.03, as the case may be, not less than 30 days and not more than 60 days prior to the date fixed for such redemption. Each such notice shall specify such date, the aggregate principal amount of the Bonds to be redeemed on such date, the principal amount of each Bond held by such Bondholder to be redeemed (determined in accordance with Section 2.04(c)) and the interest to be paid on the redemption date with respect to such principal amount being redeemed, and shall be accompanied by a certificate of a Senior Financial Officer as to the estimated Make-Whole Amount due in connection with such redemption (calculated as if the date of such notice were the date of the redemption), setting forth the details of such computation. Two Business Days prior to such redemption, the Company shall deliver to each Bondholder and the Trustee a certificate of a Senior Financial Officer specifying the calculation of such Make-Whole Amount as of the specified redemption date. The Trustee shall have no responsibility for such calculation. Each notice of redemption shall be irrevocable and unconditional and the principal amount of each Bond to be redeemed shall mature and become due and payable on the date fixed for such redemption (which shall be a Business Day), together with interest on such principal amount accrued to such date and the applicable Make-Whole Amount. From and after such date, unless the Company shall fail to pay such principal amount when so due and payable, together with the interest and Make-Whole Amount, if any, as aforesaid, interest on such principal amount shall cease to accrue. Any Bond redeemed in full shall be surrendered (as contemplated by Section 2.02(b)) to the Company and cancelled and shall not be reissued, and no Bond shall be issued in lieu of any redeemed principal amount of any Bond.

(c) Notwithstanding anything to the contrary in Article V of the Mortgage Indenture, in the case of each partial redemption of the Bonds pursuant to Section 2.04(b), the Company shall redeem the same percentage of the unpaid principal amount of the Bonds, and the principal amount of the Bonds so to be redeemed shall be allocated by the Trustee among all of the Bonds at the time Outstanding in proportion, as nearly as practicable, to the respective unpaid principal amounts thereof not theretofor called for redemption.

Section 2.05. Purchase of Bonds.

Except as may be agreed to by a Bondholder or Bondholders in connection with an offer made to all Bondholders on the same terms and conditions, the Company shall not and shall not permit any Affiliate to purchase, redeem or otherwise acquire, directly or indirectly, any of the Outstanding Bonds except upon the payment or redemption of the Bonds in accordance with the terms of the Indenture. The Company will promptly cause the Trustee to cancel all Bonds acquired by it or any Affiliate pursuant to any payment, redemption or purchase of Bonds pursuant to any provision of the Indenture and no Bonds may be issued in substitution or exchange for any such Bonds.

Section 2.06. Payment upon Event of Default.

Upon any Bonds becoming due and payable under Section 10.02 of the Indenture, whether automatically or by declaration, such Bonds will forthwith mature and the entire unpaid principal amount of such Bonds, plus (x) all accrued and unpaid interest thereon (including, without limitation, interest accrued thereon at the applicable rate for overdue payments) and (y) the Make-Whole Amount determined in respect of such principal amount (to the full extent permitted by applicable Law), shall all be immediately due and payable, in each and every case without presentment, demand, protest or further

notice, all of which are hereby waived. The Company acknowledges that each holder of a Bond has the right to maintain its investment in the Bonds free from repayment by the Company (except as herein specifically provided for) and that the provision for payment of a Make-Whole Amount by the Company in the event that the Bonds have become due and payable under Section 10.02 of the Indenture, whether automatically or by declaration, as a result of an Event of Default, is intended to provide compensation for the deprivation of such right under such circumstances.

Section 2.07. Transfers.

In registering the transfer of any Bond in accordance with Section 3.05 of the Mortgage Indenture, the Security Registrar and the Trustee shall have no responsibility to monitor securities law compliance in connection with any such transfer.

ARTICLE THREE

ADDITIONAL COVENANTS

Section 3.01. Affirmative Covenants of the Company.

For purposes of the Bonds, pursuant to Section 3.01(u) of the Mortgage Indenture, Article VI of the Mortgage Indenture is hereby supplemented by incorporating therein the following additional affirmative covenants which the Company shall observe solely for the benefit of the Bondholders for so long as any Bond is Outstanding:

(a) Use of Proceeds. The Company shall apply the net proceeds from the issuance and sale of the Bonds to (i) refinance existing indebtedness, partially fund capital expenditures or for general corporate purposes, and (ii) pay reasonable fees and expenses associated with the sale of the Bonds.

(b) Compliance with Laws and Regulations. The Company shall comply with all Laws (including Environmental Laws) to which its Property or assets may be subject, except where failure to comply would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect. In addition, the Company shall immediately pay or cause to be paid when due all costs and expenses incurred in such compliance, except to the extent that the same is being contested in good faith by the Company through appropriate means under circumstances where none of the Mortgaged Property or the Liens thereon will be endangered.

(c) Permits; Approvals. The Company shall obtain in a timely manner and maintain all Governmental Approvals which are necessary or desirable for the ownership or operation of its Property or the conduct of its business as so conducted, except where failure to obtain or maintain such Governmental Approvals would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(d) Real Estate Filings. To the extent that any filing required to perfect any security interest in real property or fixtures constituting Mortgaged Property is not made on or prior to the Closing Date, the Company shall undertake to present all such documents for filing with the appropriate registers of deeds as soon as practicable after the Closing Date, but in no event shall any such presentation for filing take place more than five (5) Business Days after the Closing Date; *provided* that the Company shall confirm by an Officer's Certificate delivered to the Trustee within six (6) weeks after the Closing Date that each such document has been recorded with the applicable registers of deeds and the security

interests created or purported to be created in real property or fixtures by such documents have been fully perfected by recording in the land records.

(e) Delivery of Opinions of Counsel. The Company shall deliver, or cause to be delivered, to the Trustee the opinions of counsel required pursuant to Section 4.4(a) of the Purchase Agreement.

(f) Continuance of Rating of the Bonds. The Company shall ensure that at all times at least one NRSRO maintains a rating on the Company's 6.150% First Mortgage Bonds, Series A due 2038 issued pursuant to the Indenture.

(g) Maintenance and Renewal.

(i) The Company will expend during each calendar year, and certify to the Trustee in an Officer's Certificate, an amount not less than 2.00% of the average amount of depreciable property of the Company at the beginning and at the end of such calendar year for one or more of the following purposes:

(A) capital expenditures for the maintenance and repair of the utility properties of the Company subject to the Lien of the Indenture;

(B) the construction or acquisition of Property Additions on which the Indenture is a first Lien, subject only to Permitted Liens and Prepaid Liens; or

(C) the retirement, through purchase, payment or redemption, of Securities issued under and secured by the Indenture (including any future supplemental indenture pursuant to the Mortgage Indenture).

(ii) The term "amount of depreciable property" shall mean as of any date the amount of Property Additions included at such date on the books of the Company which is depreciable, as determined in accordance with GAAP. The average of the amount of depreciable property shall mean the arithmetical average of the amount of depreciable property at the beginning, and the amount thereof at the end, of such calendar year. Partial years shall be prorated. If, in any calendar year, the required expenditures for the foregoing purposes are not made, the Company shall deposit with the Trustee on or before the first day of February next succeeding the close of such calendar year a sum in cash to the extent of any deficiency, after deducting (subject to the terms of the Indenture) any eligible credit for unused excess expenditures previously made for such purposes. Such cash may be applied to the redemption at the applicable Redemption Price, or to the repurchase, of Securities, or may be withdrawn to the extent of 100% of Property Additions.

(iii) Excess expenditures in any calendar year may be used to comply with the requirements of any subsequent year or years and Property Additions may be certified to comply with the provisions of clause (i)(B) above; *provided*, that Property Additions so used, and Securities retired through expenditures so used, cannot be used for other purposes under this Sixth Supplemental Indenture; *provided, further* that, (i) no Retired Securities or expenditures for Funded Property which shall have been made the basis for authentication of Securities or the release of Mortgaged Property or the withdrawal of deposited cash or Securities or any other amounts under any other provision of the Indenture, or which shall have been made out of any insurance moneys or moneys received from the condemnation, sale or other disposition of any of the Company's property subject to the Lien of the Indenture, or which shall have previously been used or applied or certified to the Trustee to comply with this Section 3.01(g) or any other provision of the Indenture and (ii) no retirement of Securities which shall

have been made with moneys applied to such purpose pursuant to any provision of this Section 3.01(g) or of Section 4.04 or 8.06 of the Mortgage Indenture, shall be certified or used or applied for the purpose of complying with this Section 3.01(g) or withdrawing any moneys paid to the Trustee pursuant to this Section 3.01(g). This Section 3.01(g) shall not require the annual retirement by the Company of any specific amount of Outstanding Securities.

(iv) On or before the first day of February of each year beginning February 1, 2012, the Company shall deliver to the Trustee an Officer's Certificate showing in reasonable detail: (1) the Company's expenditures pursuant to each of clause (i) above, or otherwise deposited with the Trustee pursuant to this Section 3.01(g), (2) any eligible credit for excess expenditures from prior periods and the extent to which the Company elects to have such excess applied to the period next preceding delivery of such Officer's Certificate, and (3) the amount of cash the Company is depositing with the Trustee concurrently with the delivery of such Officer's Certificate to comply with the requirements of this Section 3.01(g). Such Officer's Certificate shall also state that it complies with the requirements of this Section 3.01(g).

(v) At the option of the Company, any moneys paid to and held by the Trustee under the provisions of subclause (ii) of this Section shall, upon the written request of the Company pursuant to an Officer's Certificate, (1) be applied by the Trustee to the purchase in the open market of Securities of any series permitted to be so purchased, at prices not exceeding the then applicable Redemption Price, if any, at which Securities of said series may then be redeemed or (2) be paid to or upon the order of the Company to the extent of (A) the principal amount of Securities of said series purchased or paid by the Company and delivered to the Trustee, cancelled or for cancellation and (B) the accrued interest and the premium, if any, theretofore paid to the Trustee, as hereinabove provided, on such principal amount of Securities. The Company hereby covenants and agrees that it will pay to the Trustee from time to time in cash such additional sums, if any, as shall be paid or required to be paid by the Trustee as or for accrued interest and premium, if any, in respect of any Securities purchased or redeemed pursuant to the provisions of this Section.

(vi) Any and all Securities, the retirement (through payment or purchase) of which shall be certified to the Trustee in compliance with the provisions of this 3.01(g), shall be delivered to the Trustee at or before the time the same shall be so certified and shall thereupon be cancelled and destroyed by the Trustee, unless theretofore cancelled and destroyed. All other Securities received by the Trustee pursuant to any provision of this 3.01(g) shall thereupon be cancelled and destroyed by the Trustee.

Section 3.02. Negative Covenants of the Company.

For purposes of the Bonds, pursuant to Section 3.01(u) of the Mortgage Indenture, Article VI of the Mortgage Indenture is hereby supplemented by incorporating therein the following negative covenants which the Company shall observe solely for the benefit of the Bondholders for so long as any Bond is Outstanding:

(a) Restrictions on the Establishment of Subsidiaries. The Company shall not create, acquire or suffer to exist, directly or indirectly, any Subsidiaries or acquire or invest in any other Capital Stock in any Person.

(b) Limitations on Asset Sales. The Company shall not Dispose of all or any substantial part of its assets during any fiscal year, other than:

(i) Subject to compliance with Article VIII of the Mortgage Indenture, Dispositions in the ordinary course of business of obsolete or worn out Property and real estate

interests not needed for the Company for its Transmission System or for the conduct of its business;

(ii) Dispositions of assets that would be permitted under Article XIII of the Mortgage Indenture; or

(iii) Subject to compliance with Article VIII of the Mortgage Indenture, any other Disposition of assets; *provided*, that in the event the Net Proceeds of all such Dispositions during any consecutive 12-month period are in excess of 10% of the Fair Value of the Mortgaged Property as of the last day of the fiscal quarter of the Company most recently ended, in the aggregate, such Net Proceeds shall be applied in accordance with the terms and conditions of Section 2.03.

(c) Hedging Agreements. The Company shall not, at any time, enter into (i) any Hedging Agreement for speculative purposes or (ii) any Hedging Agreement if the obligations of the Company relating thereto would not be reflected in the calculation of the Company's revenue requirement to be collected under the OATT.

(d) Limitations on Liens. The Company shall not create, incur, assume or suffer to exist any Lien upon any of the Company's Property, whether now owned or hereafter acquired, other than Permitted Liens; *provided* that, the Company shall not create, incur, assume or suffer to exist any Lien securing indebtedness under the Revolving Credit Agreement under clause (v) of the definition of Permitted Liens unless the Securities are secured on a equal and ratable basis pursuant to documentation reasonably satisfactory to the Trustee (and the Trustee shall be entitled to receive an Opinion of Counsel to evidence the satisfaction of such condition) (any such secured indebtedness, "Permitted Additional Senior Secured Debt").

(e) Limitation on Lines of Business. As of the Closing Date, the Company is in the business of owning transmission facilities and providing transmission service over such facilities. From the Closing Date onward, the Company shall not engage in any business, if as a result, the general nature of the business engaged in by the Company taken as a whole would be substantially changed from the general nature of the business the Company is engaged in on the Closing Date.

(f) Limitation on Transactions with Affiliates. The Company shall not enter into any Material transaction with any Affiliate, except (i) in the ordinary course of business and (ii) on terms and conditions (A) no less favorable than would be obtainable in a comparable arms-length transaction negotiated in good faith with a Person that is not an Affiliate and (B) consistent with applicable FERC policy regarding Affiliate transactions.

(g) Limitation on Sale-Lease and Lease-Lease Back Transactions. The Company shall not enter into any sale-leaseback or lease-leaseback transaction involving any of its Properties whether now owned or hereafter acquired, whereby the Company sells, otherwise transfers or leases such Properties and then or thereafter leases or subleases such Properties or any part thereof or any other Properties which the Company intends to use for substantially the same purpose or purposes as the Properties sold, otherwise transferred or leased.

(h) Amendments to Exhibit B Hereto. The Company shall not make any amendments or changes to the subordination terms and conditions set forth in Exhibit B hereto that adversely affect the Bondholders without the prior consent of the Bondholders of all the Outstanding Bonds.

ARTICLE FOUR

ADDITIONAL EVENTS OF DEFAULT; REMEDIES

Section 4.01. Events of Default.

For purposes of the Bonds, pursuant to Section 3.01(u) of the Mortgage Indenture, Section 10.01 of the Mortgage Indenture shall be supplemented to include as "Events of Default" thereunder the occurrence of any of the following events (each such event, together with those "Events of Default" in Section 10.01 of the Mortgage Indenture, an "Event of Default"):

(a) Interest Payments. The Company shall fail to pay interest, if any, on any Security within five (5) days after the same becomes due and payable;

(b) Material Covenants. The Company shall fail to perform or observe any covenant set forth in Section 3.02 or its obligation to provide notice to the Bondholders under Section 7.1(c) of the Purchase Agreement and such failure is not cured within ten (10) days;

(c) Other Covenants. The Company shall fail to perform or observe any of its obligations or covenants (other than the covenants described in Section 4.01(a) or Section 4.01(b) or in Section 10.01(b) of the Mortgage Indenture) contained in any of the Financing Agreements, including Section 7 of the Purchase Agreement (or in any modification or supplement thereto), and such failure is not cured within 30 days after the earlier to occur of (i) a Responsible Officer of the Company obtaining actual knowledge of such failure and (ii) the Company receiving notice of such failure from the Trustee or any Bondholder in accordance with the terms of the Mortgage Indenture or the Purchase Agreement;

(d) Representations. Any representation, warranty or certification by the Company in any of the Financing Agreements or in any certificate furnished to the Trustee or any Bondholder pursuant to the provisions of this Sixth Supplemental Indenture or any other Financing Agreement shall prove to have been false in any Material respect as of the time made or furnished, as the case may be;

(e) Debt.

(i) The Company shall be in default in the payment of any principal, premium, including any make-whole amount, if any, or interest on any Debt (other than Subordinated Debt) in the aggregate principal amount of $10,000,000 or more beyond the expiration of any applicable grace or cure period relating thereto;

(ii) The Company shall be in default in the performance or compliance with any term (other than those referred to in Section 4.01(e)(i)) of any agreement or instrument evidencing any Debt (other than Subordinated Debt) in the aggregate principal amount of $10,000,000 or more or any other document relating thereto or any condition exists and, as a consequence, such Debt has become or has been declared (or the holder or beneficiary of such Debt or a trustee or agent on behalf of such holder or beneficiary is entitled to declare such Debt to be) due and payable before its stated maturity or before its regularly scheduled dates of payment; or

(iii) As a consequence of the occurrence or continuation of any event or condition (other than the passage of time or the right of the holder of Debt to convert such Debt into equity interests), other than as provided in Section 2.03 or Section 2.04 or Section 5.01 of the Mortgage Indenture, (x) the Company shall have become obligated to purchase or repay any Debt

before its regularly scheduled maturity date in the aggregate principal amount of $10,000,000 or more or (y) one or more Persons have the right to require such Debt to be purchased or repaid;

(f) Judgments. Any judgment or judgments for the payment of money in excess of $10,000,000 (or its equivalent in any other currency) in the aggregate by the Company, which is, or are, not covered by insurance, shall be rendered by one or more courts, administrative tribunals or other bodies having jurisdiction over the Company and the same shall not be discharged (or provision shall not be made for such discharge), bonded or a stay of execution thereof shall not be procured, within 60 days from the date of entry thereof and the Company shall not, within said period of 60 days, or such longer period during which execution of the same shall have been stayed, appeal therefrom and cause the execution thereof to be stayed during such appeal;

(g) Transmission System. The Company shall directly or indirectly terminate transmission service over all or a significant portion of the Transmission System or cease to pursue the operation of the Transmission System for a period in excess of 30 days;

(h) Transmission Documents. Any Material Transmission Document shall have been terminated prior to its stated termination date and such termination has, or would reasonably be expected to have, a Material Adverse Effect;

(i) Security Interests. Subject to Section 3.01(d), the Company shall fail to perfect and maintain a valid and perfected first priority Lien in any part of the Mortgaged Property, to the extent such perfection can be accomplished by filing;

(j) Repudiation. Any provision (i) of any Financing Agreement shall be repudiated by the Company or (ii) of any Financing Agreement for any reason other than the express terms thereof cease to be enforceable and such repudiation or unenforceability shall not be remedied within 30 days;

(k) Total Loss. There shall occur a Total Loss;

(l) ERISA. Any ERISA Event shall have occurred and the liability of the Company and the ERISA Affiliates related to such ERISA Event, when aggregated with all other ERISA Events (determined as of the date of occurrence of such ERISA Event), has resulted in or would reasonably be expected to result in a Material Adverse Effect; or

(m) Holdco Ownership. Holdco either directly or indirectly shall cease to own 100% of the Capital Stock of the Company.

Section 4.02. Acceleration of Maturity; Rescission and Annulment.

For purposes of the Bonds, pursuant to Section 3.01(u) of the Mortgage Indenture, Section 10.02 of the Mortgage Indenture shall be supplemented as follows:

(a) Acceleration of Maturity. In addition to the provisions set forth in Section 10.02 of the Mortgage Indenture, if an Event of Default arising from the failure to pay principal of, or interest on, or any Make-Whole Amount relating to the Bonds shall have occurred and be continuing, then in every such case each Holder of Bonds may declare the principal amount of the Bonds held by it to be due and payable immediately, by a notice in writing to the Company and to the Trustee, and upon receipt by the Company or the Trustee of such notice of such declaration, such principal amount, together with Make-Whole Amount and accrued interest, if any, thereon (including, without limitation, interest accrued thereon at the applicable rate for overdue payments), shall become immediately due and payable.

(b) Rescission and Annulment. In addition to the conditions for the rescission and annulment of any Event of Default set forth in the second paragraph of Section 10.02 of the Mortgage Indenture, no such Event of Default shall be deemed to have been rescinded and annulled with respect to the Bonds unless the Holders of not less than a majority in aggregate principal amount of the Bonds then Outstanding, by Act of said Holders delivered to the Company and the Trustee, consent to such rescission and annulment.

ARTICLE FIVE

MISCELLANEOUS PROVISIONS

Section 5.01. Execution of Sixth Supplemental Indenture.

Except as expressly amended and supplemented hereby, the Mortgage Indenture shall continue in full force and effect in accordance with the provisions thereof and the Mortgage Indenture is in all respects hereby ratified and confirmed. This Sixth Supplemental Indenture and all of its provisions shall be deemed a part of the Mortgage Indenture in the manner and to the extent herein and therein provided. The Bonds executed, authenticated and delivered under this Sixth Supplemental Indenture constitute a series of Securities and shall not be considered to be a part of a series of securities executed, authenticated and delivered under any other supplemental indenture entered into pursuant to the Mortgage Indenture.

Section 5.02. Effect of Headings.

The Article and Section headings herein are for convenience only and shall not affect the construction hereof.

Section 5.03. Successors and Assigns.

All covenants and agreements in this Sixth Supplemental Indenture by the Company shall bind its successors and assigns, whether so expressed or not.

Section 5.04. Severability Clause.

In case any provision in this Sixth Supplemental Indenture or in the Bonds shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 5.05. Benefit of Sixth Supplemental Indenture.

Except as otherwise provided in the Mortgage Indenture, nothing in this Sixth Supplemental Indenture or in the Bonds, express or implied, shall give to any person, other than the parties hereto and their successors hereunder and the Bondholders, any benefit or any legal or equitable right, remedy or claim under this Sixth Supplemental Indenture.

Section 5.06. Execution and Counterparts.

This Sixth Supplemental Indenture may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument.

Section 5.07. Conflict with Mortgage Indenture.

If any provision hereof limits, qualifies or conflicts with another provision of the Mortgage Indenture, such provision of this Sixth Supplemental Indenture shall control, insofar as the rights between the Company and the Bondholders are concerned.

Section 5.08. Recitals.

The recitals contained herein shall be taken as the statements of the Company, and the Trustee assumes no responsibility for their correctness and makes no representations as to the validity or sufficiency of this Sixth Supplemental Indenture.

Section 5.09. Governing Law.

This Sixth Supplemental Indenture shall be governed by and construed in accordance with the law of the State of New York, except that (i) if this Sixth Supplemental Indenture shall become qualified and shall become subject to the Trust Indenture Act, to the extent that the Trust Indenture Act shall be applicable, this Sixth Supplemental Indenture shall be governed by and construed in accordance with the Trust Indenture Act and (ii) if the law of any jurisdiction wherein any portion of the Mortgaged Property is located shall govern the creation of a mortgage lien on and security interest in, or perfection, priority or enforcement of the Lien of the Indenture or exercise of remedies with respect to, such portion of the Mortgaged Property, this Sixth Supplemental Indenture shall be governed by and construed in accordance with the law of such jurisdiction to the extent mandatory.

Section 5.10. Future Advances Secured.

(a) Illinois Provisions. The Company acknowledges and agrees and intends that all advances made to it pursuant to issuances hereunder of the Securities, including all future issuances and advances related thereto whenever hereafter made, in an amount up to **$100,000,000,** together with the amount of all prior advances pursuant to Securities issuances heretofore made pursuant to the Mortgage Indenture, the First Supplemental Indenture, the Second Supplemental Indenture, the Third Supplemental Indenture, the Fourth Supplemental Indenture and the Fifth Supplemental Indenture, for a combined total principal amount of **$425,000,000** *plus* interest thereon, and all fees, expenses and indemnities owing in respect of the Securities and the Financing Agreements, and all disbursements made by or on behalf of the Trustee for payment of taxes, levies, insurance or maintenance on the Mortgaged Property, with interest on such disbursements (the sum of all such Outstanding Securities, interest, fees, expenses, indemnities and disbursements is referred to as the "Total Secured Amount"), shall be a lien in the Total Secured Amount from the time this Sixth Supplemental Indenture is recorded, as provided in 765 ILCS 5/39, *et seq.* for all amounts advanced prior to the date hereof and thereafter for the period of eighteen (18) months after the date of recordation of this Sixth Supplemental Indenture, except as amended hereby (in this Sixth Supplemental Indenture), the Mortgage Indenture, as previously amended, is hereby restated, adopted, ratified and confirmed.

(b) Minnesota Provisions. Subject to the provision of the Mortgage Indenture which provides that notwithstanding anything to the contrary contained in the Mortgage Indenture enforcement of the Mortgage Indenture in Minnesota is limited to a debt amount of $8,220,000 under Chapter 287 of Minnesota Statutes, this Sixth Supplemental Indenture secures credit in the amount of ONE HUNDRED MILLION DOLLARS ($100,000,000) together with the amount of all prior advances pursuant to Securities issuances heretofore made pursuant to the Mortgage Indenture, the First Supplemental Indenture, the Second Supplemental Indenture, the Third Supplemental Indenture, the Fourth Supplemental Indenture and the Fifth Supplemental Indenture, for a total combined amount advanced of

FOUR HUNDRED TWENTY-FIVE MILLION DOLLARS ($425,000,000). Loans and advances up to this amount, together with interest, are senior to indebtedness to other creditors under subsequently recorded or filed mortgages and liens.

(c) Missouri Provisions. This Sixth Supplemental Indenture secures present credit in the amount of ONE HUNDRED MILLION DOLLARS ($100,000,000) together with the amount of all prior advances pursuant to Securities issuances heretofore made pursuant to the Mortgage Indenture, the First Supplemental Indenture, the Second Supplemental Indenture, the Third Supplemental Indenture, the Fourth Supplemental Indenture and the Fifth Supplemental Indenture, for a total combined amount advanced of FOUR HUNDRED TWENTY-FIVE MILLION DOLLARS ($425,000,000) together with future advances and obligations in an amount not to exceed FOUR HUNDRED TWENTY-FIVE MILLION DOLLARS $425,000,000 for purposes of collateral located in the State of Missouri only. The future advances and future obligations secured hereby may be evidenced not only by the Securities herein described, but also such other notes, guarantees and other documents executed and delivered by the Company to the Trustee or Bondholders subsequent to the date hereof *provided* that, on the face or within the body thereof, such notes, guarantees or other documents state that they are secured by this Mortgage Indenture. Loans and advances up to this amount, together with interest, are senior to indebtedness to other creditors under subsequently recorded or filed mortgages and liens.

IN WITNESS WHEREOF, the parties hereto have caused this Sixth Supplemental Indenture to be duly executed as of the day and year first above written.

ITC MIDWEST LLC

By: ITC Holdings Corp., as Sole Member

By: _____

Name: Daniel J. Oginsky
Title: Senior Vice President and General Counsel

Drafted by:

Elizabeth B. Hardin
Milbank, Tweed, Hadley & McCloy LLP
1 Chase Manhattan Plaza
New York, NY 10005

After Recorded, Return to:

The Bank of New York Mellon Trust Company, N.A.
2 N. LaSalle, Suite 1020
Chicago, Illinois 60602
Attention: Global Corporate Trust

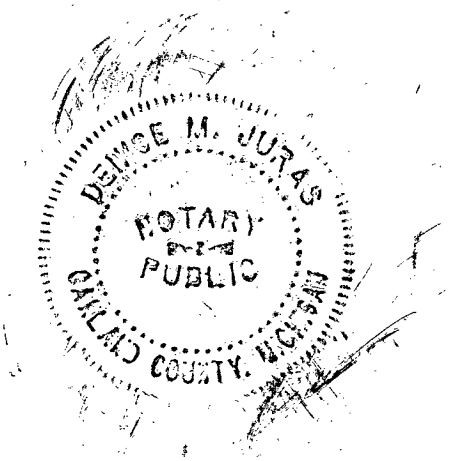
ACKNOWLEDGMENT

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

On the 29th day of November 2011 before me, the undersigned notary public, personally came Daniel J. Oginsky, Senior Vice President and General Counsel of ITC Holdings Corp., a corporation organized under the laws of the State of Michigan, the sole member of ITC Midwest LLC, a limited liability company organized under the laws of the State of Michigan, and acknowledged that he executed the foregoing instrument in his authorized capacity, and that by his signature on the instrument he, or the entity upon behalf of which he acted, executed the instrument.

Denise Juras

By: Denise Juras, Notary Public
Oakland County, Michigan
My Commission Expires October 29, 2014
Acting in the County of Oakland



THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as Trustee

By: _____
Name: Medita A. Vucic
Title: Vice President

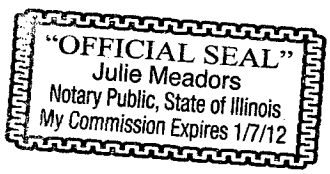
ACKNOWLEDGMENT

STATE OF ILLINOIS)

) ss.

COUNTY OF COOK)

On the 6th day of December 2011, before me, the undersigned notary public, personally came Medita A. Vucic, Vice President of The Bank of New York Mellon Trust Company, N.A., a national banking association organized under the laws of the United States, and acknowledged to me that she executed the foregoing instrument in her authorized capacity, and that by her signature on the instrument she, or the entity upon behalf of which she acted, executed the instrument.



By: Julie Meadors
No. _____
Notary Public State of Illinois
Qualified in Cook County

My Commission Expires 1-7-12

Schedule 1

The recording information for the Mortgage Indenture, the First Supplemental Indenture, the Second Supplemental Indenture, the Third Supplemental Indenture, the Fourth Supplemental Indenture and the Fifth Supplemental Indenture is as follows:

County	State	Mortgage Indenture	First Supplemental Indenture	Second Supplemental Indenture	Third Supplemental Indenture	Fourth Supplemental Indenture	Fifth Supplemental Indenture
Appanoose	IA	Doc. 2008-124 in Book 2008; Page 124	Doc. 2008-125 in Book 2008; Page 125	Doc. 2008-2717 in Book 2008; Page 2717	Doc. 2008-2718 in Book 2008; Page 2718	Doc. 2009-2237 in Book 2009, Page 2237	
Benton	IA	Book 8; Page 291	Book 8; Page 292	Book 8; Page 5740	Book 8; Page 5743	Book 9, Page 5588	Box 11, Page 2657
Boone	IA	Doc. 080262 in Book 2008; Page 0262	Doc. 080263 in Book 2008; Page 0263	Doc. 085535 in Book 2008; Page 5535	Doc. 085536 in Book 2008; Page 5536	Doc. 095455 in Book 2009, Page 5455	Doc. 112599
Buchanan	IA	Doc. 2008R00212	Doc. 2008R00213	Doc. 2008R04324	Doc. 2008R04325	Instrument #2009R03990	Instrument #2011R02065
Buena Vista	IA	Doc. 080166	Doc. 080167	Doc. 083608	Doc. 083609	Book 093848	
Cerro Gordo	IA	Doc. 2008-391	Doc. 2008-392	Doc. 2008-8821	Doc. 2008-8822	Doc. 2009-9707	Doc. 2011-4841
Clarke	IA	Doc. 2008-0164 in Book 175A; Page 1	Doc. 2008-0165 in Book 175B; Page 1	Doc. 2008-2747 in Book 104; Page 168	Doc. 2008-2748 in Book 104; Page 240	File No. 2009-2305, in Book 2009G, Page 768-851	Fee Box 2011-1471
Clayton	IA	Doc. 2008R00197	Doc. 2008R00198	Doc. 2008R04287	Doc. 2008R04288	Doc. 2009RO4258	
Clinton	IA	Doc. 2008-00537	Doc. 2008-00538	Doc. 2008-09202	Doc. 2008-09203	Doc. 2009-10462	Doc. 2011-05291
Dallas	IA	Doc. 823 in Book 2008; Page 823	Doc. 824 in Book 2008; Page 824	Doc. 16507 in Book 2008; Page 16507	Doc. 16508 in Book 2008; Page 16508	Doc. 19465, in Book 2009, Page 19465	
Des Moines	IA	Doc. 2008-000259	Doc. 2008-000260	Doc. 2008-006411	Doc. 2008-006412	Doc. 2009-005787	
Dickinson	IA	Inst. 08-00303 in Book 358; Page 1	Inst. 08-00304 in Book 359; Page 1	Inst. 08-07217 in Book 378; Page 81	Inst. 08-07218 in Book 378; Page 153	Instr. No. 09-07844, in Book 405, Page 745	
Dubuque	IA	Doc. 005881650969 File 2008-00000799	Doc. 005881660839 File 2008-00000800	Doc. 006251360071 File 2008-00017283	Doc. 006251370027 File 2008-00017284	File 2009-00022604, Doc ID: 006630620084	File 2011-00010285, Doc ID: 007105460102
Emmet	IA	Doc. 2008-00133	Doc. 2008-00134	Doc. 2008-02245	Doc. 2008-02246	Book 2009-02052	

Greene	IA	Doc. 2008-0120 in Book 182; Page 1	Doc. 2008-0121 in Book 183; Page 1	Doc. 2008-2215 in Book 186; Page 50	Doc. 2008-2216 in Book 186; Page 121	Instr. 2009-1917, in Book 188, Page 832	Instr. 2022-1271, in Book 193, Page 2
Grundy	IA	Book 2008; Page 0174	Book 2008; Page 0175	Book 2008; Page 2703	Book 2008; Page 2704	Book 2009, Page 2708	
Hamilton	IA	Doc. 2008-151	Doc. 2008-152	Doc. 2008-3153	Doc. 2008-3154	Doc. 2009-3260	Doc. 2011-1650
Hancock	IA	Inst. 08-0141	Inst. 08-0142	Inst. 08-2693	Inst. 08-2694	Instr. 09-2499	
Hardin	IA	Doc. 2008-0248	Doc. 2008-0249	Doc. 2008-3898	Doc. 2008-3899	Doc. 2009-3646	Document 2011 1986
Iowa	IA	Doc. 2008-2278 in Book 840; Page 68	Doc. 2008-2279 in Book 841; Page 1	Doc. 2008-1602 in Book 867; Page 177	Doc. 2008-1603 in Book 867; Page 248	Doc. 2009-2010, in Book 900, Page 313-396	
Jackson	IA	Doc. 08-244 in Book 2008; Page 244	Doc. 08-245 in Book 2008; Page 245	Doc. 08-4572 in Book 2008; Page 4572	Doc. 08-4573 in Book 2008; Page 4573	Doc. 09-4798, in Book 2009, Page 4798	
Jasper	IA	Doc. 001695150969 File 2008-00000315	Doc. 001695160839 File 2008-00000316	Doc. 001766650071 File 2008-00007158	Doc. 001766660027 File 2008-00007159	File 2009-00007455, Doc ID: 001844880084	
Jefferson	IA	Doc. 2008-0157	Doc. 2008-0158	Doc. 2008-3103	Doc. 2008-3104	Doc. 2009-2869	
Johnson	IA	Doc. 021063550969 in Book 4254; Page 1	Doc. 021063560839 in Book 4255; Page 1	Doc. 021339090071 in Book 4373; Page 416	Doc. 021339100027 in Book 4373; Page 487	Book 4538, Page 166-249, Doc ID: 021703810084	Book 4779, Page 738-839, Doc ID: 022244150101
Jones	IA	Fee Book 2008-0178	Fee Book 2008-0179	Doc. 2008-3697	Doc. 2008-3698	Book 2009-4074	Fee Book 2011 1859
Kossuth	IA	Doc. 2008-236 in Book 2008; Page 236	Doc. 2008-237 in Book 2008; Page 237	Doc. 2008-4405 in Book 2008; Page 4405	Doc. 2008-4406 in Book 2008; Page 4406	Doc. 2009-4819, in Book 2009, Page 4819	
Lee (North)	IA	Doc. 2008-171 in Book 08N; Page 171	Doc. 2008-172 in Book 08N; Page 172	Doc. 2008-4032 in Book 08N; Page 4032	Doc. 2008-4033 in Book 08N; Page 4033	Doc. 2009-3738, in Book 09N, Page 3738	
Lee (South)	IA	Doc. 2008-104 in Book 08S; Page 104	Doc. 2008-105 in Book 08S; Page 105	Doc. 2008-2900 in Book 08S; Page 2900	Doc. 2008-2901 in Book 08S; Page 2901	Doc. 2009-2969, in Book 09S, Page 2969	
Linn	IA	Doc. 012890130969 Inst. 200800039315 in Book 6889; Page 1	Doc. 012890140843 Inst. 200800039316 in Book 6890; Page 1	Doc. 013846140071 Inst. 200900033364 in Book 7144; Page 338	Doc. 013846150027 Inst. 200900033365 in Book 7144; Page 409	Doc ID: 014657820084, in Book 7486, Page 1-84	Doc ID: 015780150102, in Book 8001, Page 132-233
Lucas	IA	Doc. 2008-0091 in Book 2008A; Page 1	Doc. 2008-0092 in Book 2008B; Page 1	Doc. 2008-1614 in Book G2008; Page 409	Doc. 2008-1615 in Book G2008; Page 480	Inst. 2009-11529, in Book F2009, Page 549-632	
Marshall	IA	Doc. 002901080969 File 2008-00000387	Doc. 002901090839 File 2008-00000388	Doc. 003110950071 File 2008-00007491	Doc. 003110960027 File 2008-00007492	File 2009-00007193, Doc. ID	File No. 2011-00003804

						003283170084	
Monroe	IA	Doc. 86 in Book 2008; Page 86	Doc. 87 in Book 2008; Page 87	Doc. 1922 in Book 2008; Page 1922	Doc. 1923 in Book 2008; Page 1923	Doc. 1850, in Book 2009, Page 1850	
Muscatine	IA	Doc. 2008-00387	Doc. 2008-00388	Doc. 2008-06927	Doc. 2008-06928	Doc. 2009-07544	
Osceola	IA	Doc. 20080080 in Book 2008; Page 80	Doc. 20080081 in Book 2008; Page 81	Doc. 20082023 in Book 2008; Page 2023	Doc. 20082024 in Book 2008; Page 2024	Doc. 20091693 in Book 2009; Page 1693	
Pocahontas	IA	Doc. 2008-107 in Book 179; Page 1	Doc. 2008-108 in Book 180; Page 1	Doc. 2008-1924 in Book 186; Page 98	Doc. 2008-1925 in Book 186; Page 169	Doc 2009-1736, in Book 193, Page 126-209	
Poweshiek	IA	Doc. 0230 in Book 823; Page 1	Doc. 0231 in Book 824; Page 1	Doc. 4014 in Book 0842; Page 0221	Doc. 4015 in Book 0842; Page 0292	File No. 3948, in Book 0863, Page 0393	
Ringgold	IA	Inst. 2008-00000091 in Book 327; Page 1	Inst. 2008-00000092 in Book 328; Page 1	Inst. 2008-00001525 in Book 334; Page 64	Inst. 2008-00001526 in Book 334; Page 135	Instr. 2009-00001424, in Book 339, Page 823	
Story	IA	Inst. 2008-00000615	Inst. 2008-00000616	Inst. 2008-00012971	Inst. 2008-00012972	Instr. 2009-00014946	Instr. 2011-00006755
Tama	IA	Doc. 2008-0238 in Book 817; Page 460	Doc. 2008-0239 in Book 820; Page 289	Doc. 2008-3781 in Book 842; Page 74	Doc. 2008-3782 in Book 842; Page 145	Fee Book 2009-3424, in Book 864, Page 290	
Union	IA	Doc. 00000140 in Book 911; Page 1	Doc. 00000141 in Book 914; Page 1	Doc. 00002690 in Book 943; Page 1	Doc. 00002691 in Book 943; Page 72	Doc. 00002419, in Book 968, Page 175, Instr. 00002419	
Van Buren	IA	Doc. 2008-48 in Book 142; Page 444	Doc. 2008-49 in Book 143; Page 343	Doc. 2008-1474 in Book 148; Page 747	Doc. 2008-1475 in Book 148; Page 818	Doc 2009-1496, in Book 154, Page 1	
Wapello	IA	Doc. 2008-0275 in Book 2008; Page 0275	Doc. 2008-0276 in Book 2008; Page 0276	Doc. 2008-5994 in Book 2008; Page 5994	Doc. 2008-5995 in Book 2008; Page 5995	Doc. 2009-5649, in Book 2009, Page 5649	
Wayne	IA	Inst. 08-0123 in Book 119; Page 670	Inst. 08-0124 in Book 119; Page 1640	Inst. 08-2205 in Book 121; Page 484	Inst. 08-2206 in Book 121; Page 555	Instr. 09-1957, in Book 122, Page 854-937	
Worth	IA	Fee Book 20080149	Fee Book 20080150	Fee Book 20082712	Fee Book 20082713	Book 20092579	
Adair	IA	File 08-0110 in Book 586; Page 304	File 08-0111 in Book 589; Page 223	File 08-1956 Book 612; Page 34	File 08-1957 in Book 612; Page 105	File No. 09/1402, in Book 628, Page 150	
Allamakee	IA	Doc. 2008-148	Doc. 2008-149	Doc. 2008-3187	Doc. 2008-3188	Doc. 2009-3227	
Audubon	IA	Doc. 08-0102	Doc. 08-0103	Doc. 08-1345	Doc. 08-1346	Doc. 09-1338	
Black Hawk	IA	Doc. 2008014573	Doc. 2008014576	Doc. 200900011582	Doc. 200900011583	File 2010-00011758,	

						Instr. 200900017846	
Bremer	IA	Doc. 20080230	Doc. 20080231	Doc. 20085661	Doc. 20085662	Doc. 20095624	
Butler	IA	Inst. 2008-0307	Inst. 2008-0308	Inst. 2008-5268	Inst. 2008-5269	Instrument No. 2009-4808	
Cass	IA	Doc. 2008 115 in Book 2008; Page 115	Doc. 2008 116 in Book 2008; Page 116	Doc. 2008 2833 in Book 2008; Page 2833	Doc. 2008 2834 in Book 2008; Page 2834	Doc. 2009-2608, in Book 2009, Page 2608	
Cedar	IA	Doc. 2008-264 in Book 881; Page 1	Doc. 2008-265 in Book 882; Page 1	Doc. 2008-4393 in Book 924; Page 107	Doc. 2008-4394 in Book 924; Page 178	Doc. 2009-4512 in Book 978, Page 1-84	
Chickasaw	IA	Fee Book 2008-0121	Fee Book 2008-0122	Fee Book 2008-2385	Fee Book 2008-2386	Book 2009-2295	
Clay	IA	Doc. 2008 190 in Book 2008; Page 190	Doc. 2008 191 in Book 2008; Page 191	Doc. 2008 3615 in Book 2008; Page 3615	Doc. 2008 3613 in Book 2008; Page 3616	Doc. 2009-3942 in Book 2009, Page 3942	
Davis	IA	Doc. 2008-0069 in Book 142; Page 001	Doc. 2008-0070 in Book 143; Page 001	Doc. 2008-1804 in Book 150; Page 437	Doc. 2008-1805 in Book 150; Page 508	Doc. 2009-1438, in Book 156, Page 193	
Decatur	IA	Book 2008; Page 0096	Book 2008; Page 0097	Book 2008; Page 1769	Book 2008; Page 1770	Book 2009, Page 1558	
Delaware	IA	Doc. 2008 203 in Book 2008; Page 203	Doc. 2008 204 in Book 2008; Page 204	Doc. 2008 3805 in Book 2008; Page 3805	Doc. 2008 3806 in Book 2008; Page 3806	Doc. 2009 4636, in Book 2009, Page 4636	Doc. 2011 2326, in Book 2011, Page 2326
Fayette	IA	Doc. 2008 192 in Book 2008; Page 192	Doc. 2008 193 in Book 2008; Page 193	Doc. 2008 3833 in Book 2008; Page 3833	Doc. 2008 3834 in Book 2008; Page 3834	Doc. 2009-3700, in Book 2009, Page 3700	
Floyd	IA	Doc. 2008-0173 in Book 2008; Page 0173	Doc. 2008-0174 in Book 2008; Page 0174	Doc. 2008-3135 in Book 2008; Page 3135	Doc. 2008-3136 in Book 2008; Page 3136	Doc. 2009-3358, in Book 2009, Page 3358	
Franklin	IA	Inst. 20080199	Inst. 20080200	Inst. 20082936	Inst. 20082937	Inst. 20092288	Inst. 20111230
Guthrie	IA	Book 2008; Page 0226	Book 2008; Page 0227	Book 2008; Page 3261	Book 2008; Page 3262	Doc. 3080, in Book 2009	
Greene	IA						Inst. No. 2011-1271
Henry	IA	Doc. 0160 in Book 2008; Page 0160	Doc. 0161 in Book 2008; Page 0161	Doc. 3507 in Book 2008; Page 3507	Doc. 3508 in Book 2008; Page 3508	Doc. 3283, in Book 2009, Page 3283	
Howard	IA	Doc. 2008-1376 in Book 358; Page 1 and Book 359; Page 501	Doc. 2008-1377 in Book 360; Page 1 and Book 361; Page 501	Doc. 2008-1253 in Book 2008; Page 1253	Doc. 2008-1254 in Book 2008; Page 1254	Doc. 2009-2183, in Book 2009, Page 2183	
Keokuk	IA	Fee Book 2008-0112	Fee Book 2008-0113	Fee Book 2008-2094	Fee Book 2008-2095	Book 2009-2073	

Louisa	IA	Fee Book 2008-1338	Fee Book 2008-1339	Fee Book 2008-0976	Fee Book 2008-0977	Book 2009-0874	
Lyon	IA	Doc. 2008 212 in Book 2008; Page 212	Doc. 2008 213 in Book 2008; Page 213	Doc. 2008 3053 in Book 2008; Page 3053	Doc. 2008 3054 in Book 2008; Page 3054	Doc. 2009-3163, in Book 2009, Page 3163	
Madison	IA						Document 2011 1881, in Book 2011, Page 1881
Mahaska	IA	Doc. 2008-198 in Book 2008; Page 198	Doc. 2008-199 in Book 2008; Page 199	Doc. 2008 4119 in Book 2008; Page 4119	Doc. 2008 4120 in Book 2008; Page 4120	Doc. 2009-4038, in Book 2009, Page 4038	
Mitchell	IA	Doc. 2008-112 in Book 2008; Page 112	Doc. 2008-113 in Book 2008; Page 113	Doc. 2008-2427 in Book 2008; Page 2427	Doc. 2008-2428 in Book 2008; Page 2428	Doc. 2009-2613, in Book 2009, Page 2613	
Palo Alto	IA	Doc. 2008-121 in Book 2008; Page 121	Doc. 2008-122 in Book 2008; Page 122	Doc. 2008-2472 in Book 2008; Page 2472	Doc. 2008-2473 in Book 2008; Page 2473	Doc. 2009-2228, in Book 2009, Page 2228	
Polk	IA	Doc. 020740580969 File 2008-00054845 in Book 12513; Page 1	Doc. 020740590839 File 2008-00054846 in Book 12514; Page 1	Doc. 021787280071 File 2009-00038437 in Book 12854; Page 894	Doc. 021787330027 File 2009-00038438 in Book 12854; Page 965	File 2010-00047634, Book 13303, Page 176-259, Doc ID 023094290084	
Scott	IA	Doc. 016584770969 File 2008-00001602	Doc. 016584780839 File 2008-00001603	Doc. 017068630071 File 2008-00032813	Doc. 017068640027 File 2008-00032814	File 2009-00037177, Doc ID 017551650084	
Sioux	IA	File 2008; Card 437	File 2008; Card 438	File 2008; Card 7846	File 2008; Card 7847	File 2009, Card 8619	
Taylor	IA	Doc. 2008786 in Book 161; Page 8	Doc. 2008787 in Book 161; Page 9	Doc. 2009628 in Book 163; Page 215	Doc. 2009629 in Book 163; Page 287	Doc. 2010569, in Book 165, Page 587	
Warren	IA						Fee Book 2011-5477
Washington	IA	Doc. 08-0211 in Book 2008; Page 0211	Doc. 08-0212 in Book 2008; Page 0212	Doc. 08-4793 in Book 2008; Page 4793	Doc. 08-4794 in Book 2008; Page 4794	Doc. 09-5649, in Book 2009, Page 5649	
Webster	IA	Inst. 2008-335	Inst. 2008-336	Inst. 2008-07262	Inst. 2008-07263	Instr. 2009-07068	
Winnebago	IA	Fee Book 08-0076 in Book 2008; Page 0076	Fee Book 08-0077 in Book 2008; Page 0077	Fee Book 08-2035 in Book 2008; Page 2035	Fee Book 08-2036 in Book 2008; Page 2036	Fee Book 09-2211, in Book 2009, Page 2211	
Winneshiek	IA	Doc. 2008 197 in Book 2008; Page 197	Doc. 2008 198 in Book 2008; Page 198	Doc. 2008 4570 in Book 2008; Page 4570	Doc. 2008 4571 in Book 2008; Page 4571	Doc 2009-5633, in Book 2009, Page 5633	
Wright	IA	Doc. 08-140 in Book 08; Page 140	Doc. 08-141 in Book 08; Page 141	Doc. 08-2559 in Book 08; Page 2559	Doc. 08-2560 in Book 08; Page 2560	Doc. 09-2543, in Book 09, Page 2543	

Carroll	IL	Doc. 2008R-0150 in Book 924; Page 1	Doc. 2008R-0151 in Book 925; Page 1	Doc. 2008R-3462 in Book 960; Page 403	Doc. 2008R-3463 in Book 960; Page 473	Doc. 2009R-3847	
Jo Daviess	IL	Doc. 339743	Doc. 339744	Doc. 345826	Doc. 345827	Doc. 353333	
Rock Island	IL	Doc. 2008-01374	Doc. 2008-01375	Doc. 2008-26758	Doc. 2008-26759	Doc. 2009-27940	
Whiteside	IL	Doc. 410-2008	Doc. 411-2008	Doc. 9809-2008	Doc. 9810-2008	Doc. 10057-2009	
Cottonwood	MN	Doc. 255292 office of the Cottonwood County Recorder	Doc. 255293 office of the Cottonwood County Recorder	Doc. 258076 office of the Cottonwood County Recorder	Doc. 258077 office of the Cottonwood County Recorder	Doc. 260747	
Faribault	MN	Doc. 342918 office of the Faribault County Recorder	Doc. 342919 office of the Faribault County Recorder	Doc. 346309 office of the Faribault County Recorder	Doc. 346310 office of the Faribault County Recorder	Doc. 349879	
Fillmore	MN	Doc. 362678 office of the Fillmore County Recorder	Doc. 362679 office of the Fillmore County Recorder	Doc. 368282 office of the Fillmore County Recorder	Doc. 368283 office of the Fillmore County Recorder	Doc. 376407	
Freeborn Easement – Torrens	MN	Doc. 474468 office of the Freeborn County Recorder Doc. 109689 office of the Freeborn County Registrar of Titles	Doc. 474469 office of the Freeborn County Recorder Doc. 109690 office of the Freeborn County Registrar of Titles	Doc. 479360 office of the Freeborn County Recorder Doc. 110165 office of the Freeborn County Registrar of Titles	Doc. 479361 office of the Freeborn County Recorder Doc. 110166 office of the Freeborn County Registrar of Titles	Doc. Nos. 485905 (A) & 110681 (T)	Doc. Nos. 495228 (A) & 111610 (T)
Jackson	MN	Doc. A251774 office of the Jackson County Recorder	Doc. A251775 office of the Jackson County Recorder	Doc. A254516 office of the Jackson County Recorder	Doc. A254517 office of the Jackson County Recorder	Doc. A257698	Doc. A262368
Le Sueur	MN	Doc. 353162 office of the Le Sueur County Recorder	Doc. 353163 office of the Le Sueur County Recorder	Doc. 359395 office of the Le Sueur County Recorder	Doc. 359396 office of the Le Sueur County Recorder	Doc. 366253	
Mower	MN	Doc. A000565139 office of the Mower County Recorder	Doc. A000565140 office of the Mower County Recorder	Doc. A000572171 office of the Mower County Recorder	Doc. A000572172 office of the Mower County Recorder	Doc. A000579676	Doc. A000591112
Nobles	MN	Doc. A317292 office of the Nobles	Doc. A317293 office of the Nobles	Doc. A321156 office of the Nobles	Doc. A321157 office of the Nobles	Doc. A325403	

		County Recorder	County Recorder	County Recorder	County Recorder		
Rock	MN	Doc. 168189 office of the Rock County Recorder	Doc. 168190 office of the Rock County Recorder	Doc. 170372 office of the Rock County Recorder	Doc. 170373 office of the Rock County Recorder	Doc. 172760	
Steele	MN	Doc. A000354767 office of the Steele County Recorder	Doc. A000354768 office of the Steele County Recorder	Doc. A000361084 office of the Steele County Recorder	Doc. A000361085 office of the Steele County Recorder	Doc. A000368262	Doc. A000379062
Watonwan	MN	Doc. 207915 office of the Watonwan County Recorder	Doc. 207916 office of the Watonwan County Recorder	Doc. 210325 office of the Watonwan County Recorder	Doc. 210326 office of the Watonwan County Recorder	Doc. 212753	
Blue Earth	MN	Doc. 481CR565 office of the Blue Earth County Recorder	Doc. 481CR566 office of the Blue Earth County Recorder	Doc. 489CR662 office of the Blue Earth County Recorder	Doc. 489CR663 office of the Blue Earth County Recorder	Doc. 498CR325	
Brown	MN	Doc. 364356 office of the Brown County Recorder	Doc. 364357 office of the Brown County Recorder	Doc. 369232 office of the Brown County Recorder	Doc. 369233 office of the Brown County Recorder	Doc. 374910	
Martin	MN	Doc. 2008R-392714 office of the Martin County Recorder	Doc. 2008R-392715 office of the Martin County Recorder	Doc. 2008R-397320 office of the Martin County Recorder	Doc. 2008R-397321 office of the Martin County Recorder	Doc. 2009R-401967	Doc. 2011R-408709
Olmsted	MN	Doc. A1157194 office of the Olmsted County Recorder	Doc. A1157195 office of the Olmsted County Recorder	Doc. A1185995 office of the Olmsted County Recorder	Doc. A1185994 office of the Olmsted County Recorder	Doc. A-1218791	
Murray	MN	Doc. 230354 office of the Murray County Recorder	Doc. 230355 office of the Murray County Recorder	Doc. 232821 office of the Murray County Recorder	Doc. 232822 office of the Murray County Recorder	Doc. 235452	
Redwood	MN	Doc. A326435 office of the Redwood County Recorder	Doc. A326436 office of the Redwood County Recorder	Doc. A329534 office of the Redwood County Recorder	Doc. A329535 office of the Redwood County Recorder	Doc. A 333004	Doc. A 338413
Wabasha	MN	Doc. A286205 office of the Wabasha County Recorder	Doc. A286206 office of the Wabasha County Recorder	Doc. A290867 office of the Wabasha County Recorder	Doc. A290868 office of the Wabasha County Recorder	Doc. A 295667	
Winona	MN	Doc. 525959 office of the Winona	Doc. 525960 office of the Winona	Doc. 534510 office of the Winona	Doc. 534511 office of the Winona	Doc. 544045	

		County Recorder	County Recorder	County Recorder	County Recorder		
Clark	MO	Doc. 28353 in Book 72; Page 37	Doc. 28354 in Book 72; Page 38	Doc. 30039 in Book 72; Page 39	Doc. 30040 in Book 72; Page 40	Doc. 31759	

Exhibit A

DESCRIPTION OF PROPERTIES

The following properties of the Company, owned as of the date hereof, have been acquired by the Company subsequent to the date of the Fifth Supplemental Indenture:

[See Attached]

MINNESOTA

County	Agreement	Date of Agreement (*Date of Last Grantor's Signature)	Grantor	Grantee	Date Recorded	Document Number (Recorded)
Freeborn	AMENDED AND RESTATED EASEMENT AGREEMENT	3/16/2011	Joan I. Nassauer and Robert, her husband, PO Box 250, Kiester, MN 56051 Cynthia Matson and Gerald Nelson, her husband	ITC Midwest LLC	3/30/2011	493637
Freeborn	ELECTRIC LINE EASEMENT	8/26/2011*	Roberta Marcelle Erntson, a single person	ITC Midwest LLC	10/5/2011	496316
Freeborn	WARRANTY DEED	05/06/2010	Wisconsin Power and Light Company	ITC Midwest LLC	5/12/2010	488479
Freeborn	PARTIAL ASSIGNMENT OF EASEMENT RIGHTS	05/11/2010*	Wisconsin Power and Light Company	ITC Midwest LLC	6/01/2010	488825
Freeborn	AMENDED AND RESTATED EASEMENT AGREEMENT	3/4/2011	Ronald P. and Maxine Thompson	ITC Midwest LLC	3/30/2011	493634
Freeborn	AMENDED AND RESTATED EASEMENT AGREEMENT	2/25/2011	Orlando Meyer and Evangelene M. Meyer, husband and wife, 6	ITC Midwest LLC	3/30/2011	493635
Freeborn	AMENDED AND RESTATED EASEMENT AGREEMENT	2/23/2011	Virgil and Glenda Yost	ITC Midwest LLC	3/30/2011	493636
Freeborn	AMENDED AND RESTATED EASEMENT AGREEMENT	3/16/2011	Charles D. Loken	ITC Midwest LLC	3/30/2011	493638
Freeborn	ELECTRIC LINE EASEMENT	2/25/2011*	Wayne Steven	ITC Midwest LLC	3/30/2011	493639
Freeborn	AMENDED AND RESTATED EASEMENT AGREEMENT	4/2/2011	John Steven and Linda Steven, husband and wife, Wayne Steven, a single person, Sheryl Engelby and Richard Engelby, wife and husband, Donna Butler and Ron Butler, wife and husband, Brad Charlson a/k/a Bradley S. Charlson and Tania B. Mahinda, husband and wife, Nichol Charlson a/k/a Nichol Charlson, a single person	ITC Midwest LLC	4/11/2011	493838
Freeborn	CORRECTIVE ELECTRIC LINE EASEMENT	7/15/2011*	Roger K. and Joyce E.M. Wayne as Trustees of the Joyce E. M. Wayne Trust	ITC Midwest LLC	8/10/2011	495541
Freeborn	CORRECTIVE ELECTRIC LINE EASEMENT	7/15/2011*	Roger K. and Joyce E.M. Wayne as Trustees of the Joyce E. M. Wayne Trust	ITC Midwest LLC	8/10/2011	495542
Freeborn	CORRECTIVE ELECTRIC LINE EASEMENT	7/15/2011*	Roger K. and Joyce E.M. Wayne as Trustees of the Joyce E. M. Wayne Trust	ITC Midwest LLC	8/10/2011	495543
Freeborn	CORRECTIVE ELECTRIC LINE EASEMENT	7/26/2011*	Jeffery K. Wayne, a single person, and Rodney J. Wayne, a single person	ITC Midwest LLC	8/10/2011	495544
Freeborn	CORRECTIVE ELECTRIC LINE EASEMENT	7/15/2011*	Dean G. and Shawn S Vanhal, Husband and Wife	ITC Midwest LLC	8/10/2011	495545
Freeborn	Guy and Anchor Easement	7/27/2011*	Brian L. Carlson and Christine A. Carlson, Husband and Wife	ITC Midwest LLC	8/10/2011	495546
Freeborn	CORRECTIVE ELECTRIC LINE EASEMENT	8/2/2011*	Steven R. And Cheryl A. Lonning, Husband and Wife	ITC Midwest LLC	8/10/2011	495547
Freeborn	CORRECTIVE ELECTRIC LINE EASEMENT	7/27/2011*	Gregory L. Holly J. Wayne, Husband and Wife	ITC Midwest LLC	8/10/2011	495548

Freeborn	CORRECTIVE ELECTRIC LINE EASEMENT	8/1/2011*	Pauline M. and Allan J. Ravenhorst, as Trustees of the Pauline M. Ravenhorst Trust dated September 21, 1999, and Lucille C. Reynen as Trustee of the Lucile C. Reynen Trust No. 102 Under Agreement dated November 27, 2008	ITC Midwest LLC	8/10/2011	495549
Freeborn	ELECTRIC LINE EASEMENT	7/15/2011*	Alice O. Gulbrandson, Life Estate with Remainder to Gary A. Gulbrandson, Gregory W. Gulbrandson, James H. Gulbrandson, and John A Gulbrandson, share and share alike	ITC Midwest LLC	8/31/2011	495833
Freeborn	ELECTRIC LINE EASEMENT	7/15/2011*	Edward M. Enderson and Judith C. Enderson, Husband and Wife	ITC Midwest LLC	8/31/2011	495834
Jackson	EASEMENT	05/03/2005*	Russell J. Fransen & Merva D. Fransen	Northern States Power Company d/b/a Xcel Energy	05/18/2005	243660
Jackson	EASEMENT	05/02/2005*	Paul E. Embretson & Doris A. Embretson	Northern States Power Company d/b/a Xcel Energy	05/18/2005	243662
Jackson	EASEMENT	05/10/2005*	Dallas A. Hansen & Janice C. Hansen	Northern States Power Company d/b/a Xcel Energy	05/18/2005	243663
Jackson	EASEMENT	05/05/2005*	Orville D. Sanderson Trust & Carrol O. Sanderson Trust	Northern States Power Company d/b/a Xcel Energy	05/18/2005	243664
Jackson	EASEMENT	06/22/2005*	Irvin Swanson & Pearl Swanson	Northern States Power Company d/b/a Xcel Energy	06/23/2005	243998
Jackson	EASEMENT	06/22/2005*	Jackson Economic Development Corporation	Northern States Power Company d/b/a Xcel Energy	06/28/2005	244074
Jackson	EASEMENT	06/29/2005*	Arthur Swanson & Millicent Swanson	Northern States Power Company d/b/a Xcel Energy	06/29/2005	244086
Jackson	EASEMENT	06/29/2005*	Philip Handevidt	Northern States Power Company d/b/a Xcel Energy	06/30/2005	244091
Jackson	EASEMENT	06/30/2005*	Bonnie B. Fricke, Lori Pfeifer & James Pfiefer	Northern States Power Company d/b/a Xcel Energy	06/30/2005	244108
Jackson	EASEMENT	06/30/2005*	Theresa Rose Macek Trust	Northern States Power Company d/b/a Xcel Energy	07/01/2005	244124
Jackson	EASEMENT	06/30/2005*	Yvonne Hodnefield	Northern States Power Company d/b/a Xcel Energy	07/01/2005	244125
Jackson	EASEMENT	07/01/2005*	Darrell A. Gilbert & Bonnie Gilbert	Northern States Power Company d/b/a Xcel Energy	07/01/2005	244126

Jackson	EASEMENT	06/24/2005*	Marguerite L. Macek, Elizabeth E. Mcafee & Mark A. Mcafee	Northern States Power Company d/b/a Xcel Energy	07/07/2005	244168
Jackson	EASEMENT	07/07/2005*	Jerome M. Honnette & Sandra J. Honnette	Northern States Power Company d/b/a Xcel Energy	07/07/2005	244174
Jackson	EASEMENT	07/07/2005*	Kenneth L. Fransen & Donna M. Fransen	Northern States Power Company d/b/a Xcel Energy	07/07/2005	244175
Jackson	EASEMENT	07/07/2005*	Jerome M. Honnette & Sandra J. Honnette	Northern States Power Company d/b/a Xcel Energy	07/07/2005	244176
Jackson	EASEMENT	07/07/2005*	Kenneth L. Fransen & Donna M. Fransen	Northern States Power Company d/b/a Xcel Energy	07/07/2005	244177
Jackson	EASEMENT	07/07/2005*	Jackson Economic Development Corporation	Northern States Power Company d/b/a Xcel Energy	07/07/2005	244190
Jackson	EASEMENT	07/08/2005*	Wayne E. Torgerson, Linda Torgerson, & Jackson Economic Development	Northern States Power Company d/b/a Xcel Energy	07/08/2005	244192
Jackson	As corrected by Corrective Easement	2/08/2008	———	Northern States Power Company	2/15/2008	A 251968
Jackson	EASEMENT	06/23/2005*	Timothy Tungland, Wendy J. Tungland, Marcia Stein, E. Michael Stein, Arlene Pflepsen, John Pflepsen, & Marlene S. Peters	Northern States Power Company d/b/a Xcel Energy	07/20/2005	244282
Jackson	EASEMENT	06/30/2005*	Jenny Jenniges & Ramona Jenniges	Northern States Power Company d/b/a Xcel Energy	07/20/2005	244283
Jackson	EASEMENT	07/02/2005*	The Religious Sisters of Mercy of Alma	Northern States Power Company d/b/a Xcel Energy	07/20/2005	244285
Jackson	EASEMENT	07/09/2005*	George Hodnefield & Ellen Hodnefield, as Trustees of the Declaration of Trust	Northern States Power Company d/b/a Xcel Energy	07/20/2005	244286
Jackson	EASEMENT	07/15/2005*	Helen B. White Trust	Northern States Power Company d/b/a Xcel Energy	07/21/2005	244304
Jackson	EASEMENT	07/13/2005*	Fallenstein Properties, LLP	Northern States Power Company d/b/a Xcel Energy	08/02/2005	244391
Jackson	EASEMENT	08/12/2005*	P.W., Inc.	Northern States Power Company d/b/a Xcel Energy	09/01/2005	244646
Jackson	EASEMENT	08/15/2005*	Milton R. Bezdicek and Edna M. Bezdicek Living Trust	Northern States Power Company d/b/a Xcel Energy	09/01/2005	244647

Jackson	EASEMENT	08/16/2005*	Lockner Family Partnership	Northern States Power Company d/b/a Xcel Energy	09/01/2005	244648
Jackson	EASEMENT	08/22/2005*	J. Robert Wardin	Northern States Power Company d/b/a Xcel Energy	09/01/2005	244649
Jackson	EASEMENT	08/11/2005*	Earl Tusa, Gladys Tusa, Steven Tusa, Jennifer Tusa, & Brian Tusa	Northern States Power Company d/b/a Xcel Energy	09/01/2005	244652
Jackson	EASEMENT	08/19/2005*	Mayme Jenness & Harry J. Jenness	Northern States Power Company d/b/a Xcel Energy	09/01/2005	244653
Jackson	EASEMENT	09/07/2005*	Leon Voss & Violet Voss	Northern States Power Company d/b/a Xcel Energy	09/09/2005	244711
Jackson	EASEMENT	09/06/2005*	Phyllis Bjorklund & Carl A. Bjorklund	Northern States Power Company d/b/a Xcel Energy	09/16/2005	244759
Jackson	EASEMENT	09/07/2005*	AGCO Corporation	Northern States Power Company d/b/a Xcel Energy	09/19/2005	244760
Jackson	EASEMENT	09/12/2005*	Charles M. Lusk & Margie Lusk	Northern States Power Company d/b/a Xcel Energy	09/19/2005	244761
Jackson	EASEMENT	09/09/2005*	Melvin D. Oeltjenbruns & Florence A. Oeltjenbruns	Northern States Power Company d/b/a Xcel Energy	09/19/2005	244762
Jackson	EASEMENT	09/20/2005*	FCA-Coop	Northern States Power Company d/b/a Xcel Energy	10/12/2005	244977
Jackson	EASEMENT	09/27/2005*	Leland M. Erickson & Marjorie A. Erickson	Northern States Power Company d/b/a Xcel Energy	10/12/2005	244978
Jackson	EASEMENT	10/25/2005*	Jacqueline M. Sonstegard & Philip O. Sonstegard	Northern States Power Company d/b/a Xcel Energy	11/02/2005	245159
Jackson	EASEMENT	12/15/2005*	Trillium Systems, Inc.	Northern States Power Company d/b/a Xcel Energy	12/22/2005	245556
Jackson	EASEMENT	11/16/2005*	Douglas C. Lusk, Lynette M. Lusk & Timothy P. Lusk	Northern States Power Company d/b/a Xcel Energy	12/29/2005	245602
Jackson	EASEMENT	01/04/2006*	Ronald E Mulder & Mary L Mulder	Northern States Power Company d/b/a Xcel Energy	1/11/2006	245692

Jackson	ENCROACHMENT LICENSE AGREEMENT	01/04/2006	FCA-Coop	Northern States Power Company d/b/a Xcel Energy	1/18/2006	245737
Jackson	AMENDED AND RESTATED EASEMENT AGREEMENT	9/19/2011	Lawrence J. Diemer and Margaret Diemer, Husband and Wife, 37.5%, and George F. Diemer and Collette K. Diemer, 37.5%, Husband and Wife, and Chad Diemer, 25%,	ITC Midwest LLC	10/25/2011	A263091
Jackson	AMENDED AND RESTATED EASEMENT AGREEMENT	9/12/2011	Dean S. Schumacher and Judy C. Schumacher, Husband and Wife	ITC Midwest LLC	10/25/2011	A263092
Jackson	AMENDED AND RESTATED EASEMENT AGREEMENT	8/30/2011	Merton Peter and Joyce Peter, Husband and Wife	ITC Midwest LLC	10/25/2011	A263093
Jackson	AMENDED AND RESTATED EASEMENT AGREEMENT	9/12/2011	William E. Fest and Marilyn A. Fest, Husband and Wife,	ITC Midwest LLC	10/25/2011	A263094
Jackson	AMENDED AND RESTATED EASEMENT AGREEMENT	9/12/2011	William E. Fest and Marilyn A. Fest, Husband and Wife, Sellers, and Mark J. Fest and Lisa Fest, Husband and Wife, Contract Buyers,	ITC Midwest LLC	10/25/2011	A263095
Jackson	AMENDED AND RESTATED EASEMENT AGREEMENT	9/12/2011	Harold Pohlman Trust, Ramona Hadtrath Trustee,	ITC Midwest LLC	10/25/2011	A263096
Jackson	ELECTRIC LINE EASEMENT	9/19/2011*	Paul W. Pohlman and Barbara M. Pohlman, Husband and Wife	ITC Midwest LLC	10/25/2011	A263097
Jackson	ELECTRIC LINE EASEMENT	9/9/2011*	Shep's LLC c/o Shephard Sonstegard	ITC Midwest LLC	10/25/2011	A263098
Jackson	ELECTRIC LINE EASEMENT	10/19/2011*	Laurie Ann Behrens	ITC Midwest LLC	10/26/2011	A263101
Jackson	AMENDED AND RESTATED EASEMENT AGREEMENT	9/20/2011	Walter J. Ulbricht Trust, Walter J. Ulbricht, Trustee and Meredith H. Ulbricht Trust, Meredith H. Ulbricht, Trustee	ITC Midwest LLC	11/3/2011	A263173
Jackson	AMENDED AND RESTATED EASEMENT AGREEMENT	9/27/2011	Virginia E. Hay	ITC Midwest LLC	11/3/2011	A263174
Martin	EASEMENT	06/30/2005*	Dolores J. Peterson, Rebecca Streufert, Alan Peterson, Craig Peterson, Karen Hranicka & Mark Peterson	Northern States Power Company d/b/a Xcel Energy	07/07/2005	2005R-379001
Martin	EASEMENT	07/01/2005*	Curtis Mayo & Janice Mayo	Northern States Power Company d/b/a Xcel Energy	07/07/2005	2005R-378996
Martin	EASEMENT	05/05/2005*	Ralph W. Crissinger & Norma J. Crissinger	Northern States Power Company d/b/a Xcel Energy	07/07/2005	2005R-378997
Martin	EASEMENT	06/22/2005*	Margeurite L. Burmeister	Northern States Power Company d/b/a Xcel Energy	07/07/2005	2005R-378998
Martin	EASEMENT	06/15/2005*	Enoch H. Kittleson	Northern States Power Company d/b/a Xcel Energy	07/07/2005	2005R-378999

Martin	EASEMENT	06/28/2005*	Robert K. Nelson & Janice M. Nelson	Northern States Power Company d/b/a Xcel Energy	07/07/2005	2005R-379000
Martin	EASEMENT	06/24/2005*	Amy Lang & Gerald K. Lang	Northern States Power Company d/b/a Xcel Energy	07/07/2005	2005R-379002
Martin	EASEMENT	06/25/2005*	Robert G. Johnson, Patrice L. Johnson, Malcolm Farrish Johnson, Susan Johnson, Charlene Stratton Matteson & Robert Matteson	Northern States Power Company d/b/a Xcel Energy	07/07/2005	2005R-379003
Martin	EASEMENT	07/19/2005*	Cooan Family Living Trust	Northern States Power Company d/b/a Xcel Energy	07/27/2005	2005R-379330
Martin	EASEMENT	07/01/2005*	Kieth Worthley & Kathryn Andrews	Northern States Power Company d/b/a Xcel Energy	07/27/2005	2005R-379331
Martin	EASEMENT	07/13/2005*	Carl Munson & Linda Munson	Northern States Power Company d/b/a Xcel Energy	07/27/2005	2005R-379332
Martin	EASEMENT	07/20/2005*	Judy M. Weires, Laverne A. Kusler, Lawrence J. Weires, Ethel Weires & Elizabeth A. Munson	Northern States Power Company d/b/a Xcel Energy	08/09/2005	2005R-379549
Martin	EASEMENT	08/31/2005*	Ruth L. Davis Irrevocable Trust and Trust B	Northern States Power Company d/b/a Xcel Energy	09/12/2005	2005R-379983
Martin	EASEMENT	09/09/2005*	Helen Jensen and Lee Waldee, personal representatives of the Herman W. Brockman Estate	Northern States Power Company d/b/a Xcel Energy	12/08/2005	2005R-381563
Martin	EASEMENT	12/15/2005*	Drive Buy, Inc.	Northern States Power Company d/b/a Xcel Energy	12/22/2005	2005R-381772
Redwood	ELECTRIC LINE EASEMENT	05/21/2010*	Kenneth E. Widener & Arlene E. Widener	ITC Midwest LLC	05/21/2010	A 334494
Redwood	EASEMENT (Waterbury Substation)	08/30/2010*	ITC Midwest LLC	Great River Energy	01/26/2011	A 336893

IOWA

County	Agreement	Date of Agreement (*Date of Last Grantor's Signature)	Grantor	Grantee	Date Recorded	Document Number (Recorded)
Benton	GUY AND ANCHOR EASEMENT	4/27/2011*	Juanita A. Schulte	ITC Midwest LLC	7/28/2011	Book 11 Page 2731
Benton	GUY AND ANCHOR EASEMENT	4/27/2011*	Juanita A. Schulte	ITC Midwest LLC	7/28/2011	Book 11 Page 2732
Benton	OVERHANG EASEMENT	7/11/2011*	Nadine E. Miller, Trustee of the Verne E. Miller Trust and Nadine E. Miller	ITC Midwest LLC	7/28/2011	Book 11 Page 2734
Benton	GUY AND ANCHOR EASEMENT	5/18/2011*	Marcia D. Sebetka FKA Marcia D. Lyon	ITC Midwest LLC	7/13/2011	Book 11 Page 2568
Benton	GUY AND ANCHOR EASEMENT	5/17/2011*	Kenneth Sippy and Kathleen Lois Sippy	ITC Midwest LLC	7/13/2011	Book 11 Page 2569
Benton	OVERHANG EASEMENT	6/22/2011*	Nadine E. Miller, Trustee of the Verne E. Miller Trust and Nadine E. Miller	ITC Midwest LLC	7/28/2011	Book 11 Page 2733
Benton	GUY AND ANCHOR EASEMENT	5/17/2011*	Dale Frederick McGarth and Sandy L. McGrath	ITC Midwest LLC	7/13/2011	Book 11 Page 2570
Benton	GUY AND ANCHOR EASEMENT	4/26/2011*	Francis E. Schulte Trust	ITC Midwest LLC	6/2/2011	Book 11 Page 2081
Boone	ELECTRIC LINE EASEMENT	3/8/2011*	The Elkhorn Farms Corp.	ITC Midwest LLC	3/18/2011	110994
Boone	ELECTRIC LINE EASEMENT	2/8/2011*	Goeppinger Enterprises, Inc.	ITC Midwest LLC	2/22/2011	110737
Boone	ELECTRIC LINE EASEMENT	2/8/2011*	Goeppinger Enterprises, Inc.	ITC Midwest LLC	2/22/2011	110736
Boone	ELECTRIC LINE EASEMENT	12/29/2011*	Scott D. Smith and Lisa Smith	ITC Midwest LLC	1/27/2011	110368
Boone	ELECTRIC LINE EASEMENT	1/26/2011*	Julie R. Thompson and Leslie R. Thompson as Trustees of the Julie R. Thompson Revocable Trust	ITC Midwest LLC	2/9/2011	110571
Boone	ELECTRIC LINE EASEMENT	12/8/2010*	James Grabau	ITC Midwest LLC	1/6/2011	110084
Boone	ELECTRIC LINE EASEMENT	2/12/2011*	Aaron J. Davis and Katherine E. McCormick	ITC Midwest LLC	3/3/2011	110852
Boone	AMENDED AND RESTATED EASEMENT AGREEMENT	1/26/2011	Karen Ryan and Catherine Ingalls as Co-Executors of the Estate of Perry J. Elsberry	ITC Midwest LLC	2/9/2011	110570
Boone	AMENDED AND RESTATED EASEMENT AGREEMENT	11/29/2011	Robert L. Vaughn and M. Jeannine Vaughn, Trustees of the Robert L. and M. Jeannine Vaughn Revocable Trust	ITC Midwest LLC	1/6/2011	110076
Boone	AMENDED AND RESTATED EASEMENT AGREEMENT	11/23/2011	TeDen CarMarAnn, Inc.	ITC Midwest LLC	1/6/2011	110086
Boone	ELECTRIC LINE EASEMENT	3/8/2011*	Edward Ochylski and Eleanor Ochylski	ITC Midwest LLC	3/18/2011	110993
Boone	ELECTRIC LINE EASEMENT	10/29/2011*	Stanley E. Thacker	ITC Midwest LLC	1/6/2011	110073
Boone	AMENDED AND RESTATED EASEMENT AGREEMENT	11/30/2010*	Douglas C. Gustafson and Margaret Ann Gustafson	ITC Midwest LLC	1/6/2011	110074
Boone	AMENDED AND RESTATED EASEMENT AGREEMENT	3/1/2011	Ritchie W. Conrad and Mary F. Conrad	ITC Midwest LLC	3/18/2011	110992
Boone	AMENDED AND RESTATED EASEMENT AGREEMENT	11/29/2010	LeRoy Cornwell	ITC Midwest LLC	1/6/2011	110080

County	Agreement	Date of Agreement (*Date of Last Grantor's Signature)	Grantor	Grantee	Date Recorded	Document Number (Recorded)
Boone	ELECTRIC LINE EASEMENT	12/8/2010*	Sally H. Courter	ITC Midwest LLC	1/6/2011	110083
Boone	ELECTRIC LINE EASEMENT	12/20/2010*	Philippe E. Meier and Annette K. Meier	ITC Midwest LLC	1/6/2011	110077
Boone	ELECTRIC LINE EASEMENT	12/9/2010*	DeShon Chapter, Daughters of the American Revolution	ITC Midwest LLC	1/6/2011	110085
Boone	ELECTRIC LINE EASEMENT	11/16/2010*	Jerome J. Judge and Patricia L. Judge	ITC Midwest LLC	1/6/2011	110078
Boone	ELECTRIC LINE EASEMENT	11/16/2010*	Jerome J. Judge and Patricia L. Judge	ITC Midwest LLC	1/6/2011	110079
Boone	ELECTRIC LINE EASEMENT	12/6/2010*	James Francis Judge	ITC Midwest LLC	1/6/2011	110081
Boone	ELECTRIC LINE EASEMENT	12/15/2010*	James L. Ross, Kerry L. Ross and Debra L. Gach	ITC Midwest LLC	1/6/2011	110075
Boone	ELECTRIC LINE EASEMENT	12/17/2010*	George Edwin Hall and Bonita Mae Hall	ITC Midwest LLC	1/6/2011	110082
Boone	AMENDED AND RESTATED EASEMENT AGREEMENT	3/28/2011	Betty Jean Ray, a life estate followed by a remainder interest to Sharon Erb	ITC Midwest LLC	4/20/2011	111401
Boone	AMENDED AND RESTATED EASEMENT AGREEMENT	3/28/2011	Betty Jean Ray, a life estate followed by a remainder interest to Sharon Erb	ITC Midwest LLC	4/20/2011	111402
Boone	AMENDED AND RESTATED EASEMENT AGREEMENT	1/27/2011	James C. Clark a/k/a James L. Clark	ITC Midwest LLC	2/9/2011	110572
Boone	AMENDED AND RESTATED EASEMENT AGREEMENT	1/31/2011	William C. Clark	ITC Midwest LLC	2/22/2011	110735
Boone	AMENDED AND RESTATED EASEMENT AGREEMENT	1/18/2011	Clint Adams Farms, L.L.P.	ITC Midwest LLC	1/27/2011	110369
Boone	ELECTRIC LINE EASEMENT	1/5/2011*	David John Hanson, life estate, with the remainder Christopher Larson, Amy Schultz a/k/a Amy Brodie and Jennifer Burnes a/k/a Jennifer Burns	ITC Midwest LLC	1/27/2011	110370
Boone	ELECTRIC LINE EASEMENT	11/18/2010*	David Hanson a/k/a David John Hanson	ITC Midwest LLC	1/6/2011	110069
Boone	ELECTRIC LINE EASEMENT	12/21/2010*	Estate of Robert N. Samuelson, Deceased; Shirley Samuelson, Executor	ITC Midwest LLC	1/6/2011	110070
Boone	ELECTRIC LINE EASEMENT	12/21/2010*	Estate of Robert N. Samuelson, Deceased; Shirley Samuelson, Executor	ITC Midwest LLC	1/6/2011	110071
Boone	ELECTRIC LINE EASEMENT	12/9/2010*	Kent J. Schwartz and Audrey A. Schwartz	ITC Midwest LLC	1/6/2011	110072
Boone	ELECTRIC LINE EASEMENT	3/17/2011*	The West Farm Company	ITC Midwest LLC	4/5/2011	111218
Boone	AMENDED AND RESTATED EASEMENT AGREEMENT	02/09/2011	Julie R. Thompson & Leslie R. Thompson, as Trustee of the Julie R. Thompson Revocable Trust, Cynthia L. Zach	ITC Midwest LLC	03/03/2011	110851
Buchanan	GUY AND ANCHOR EASEMENT	3/11/2011*	George Aldrich, Beverly Aldrich, David Erger & Teresa Erger a/k/a Teresa	ITC Midwest LLC	9/30/2011	#2011R02801

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Buchanan	OVERHANG EASEMENT	3/11/2011*	George B. Aldrich, Trustee of the George B. Aldrich Revocable Trust U/A and Beverly Aldrich, Trustee of the Beverly Aldrich Revocable Trust U/A	ITC Midwest LLC	9/30/2011	#2011R02799
Buchanan	OVERHANG EASEMENT	3/11/2011*	George Aldrich and Beverly Aldrich	ITC Midwest LLC	9/30/2011	#2011R02800
Buchanan	ELECTRIC LINE EASEMENT	9/19/2011*	Buchanan County, Iowa	ITC Midwest LLC	11/9/2011	#2011R03328
Buchanan	ELECTRIC LINE EASEMENT	9/9/2011*	James L. Kaufman, Sr. aka James L. Kaufman and Glenda J. Kaufman	ITC Midwest LLC	11/9/2011	#2011R03330
Buchanan	GUY AND ANCHOR EASEMENT	9/9/2011*	James L. Kaufman, Sr. aka James L. Kaufman and Glenda J. Kaufman	ITC Midwest LLC	11/9/2011	#2011R03329
Buchanan	ELECTRIC LINE EASEMENT	9/9/2011*	James L. Kaufman, Sr. aka James L. Kaufman and Glenda J. Kaufman	ITC Midwest LLC	11/9/2011	#2011R03331
Buchanan	ELECTRIC LINE EASEMENT	9/9/2011*	Kevin J. Kaufman	ITC Midwest LLC	11/9/2011	#2011R03333
Buchanan	ELECTRIC LINE EASEMENT	9/14/2011*	Randy Joe Lehman and Jennifer Lehman	ITC Midwest LLC	9/29/2011	#2011R02786
Buchanan	GUY AND ANCHOR EASEMENT	7/13/2011*	Randy Joe Lehman and Jennifer Lehman	ITC Midwest LLC	9/29/2011	#2011R02787
Buchanan	GUY AND ANCHOR EASEMENT	12/21/2010*	Estate of Vernon John McCardle, Deceased and Beverly Ann McCardle	ITC Midwest LLC	9/30/2011	#2011R02802
Buchanan	OVERHANG EASEMENT	1/25/2011*	Shawn C. Sebetka and Jennifer L. Sebetka	ITC Midwest LLC	9/30/2011	#2011R02798
Buchanan	ELECTRIC LINE EASEMENT	10/4/2011*	Kenneth D. Wenger and Diane M. Wenger	ITC Midwest LLC	11/9/2011	#2011R03332
Buchanan	CORRECTIVE ELECTRIC LINE EASEMENT	9/12/2011*	Patrick J. Bagby and Doris A. Bagby	ITC Midwest LLC	9/30/2011	#2011R02797
Buchanan	AMENDED AND RESTATED EASEMENT AGREEMENT	8/4/2011	John E. Humphreys and Linda Sue Humphreys	ITC Midwest LLC	8/26/2011	#2011R02418
Buchanan	AMENDED AND RESTATED EASEMENT AGREEMENT	8/17/2011	Buchanan County, Iowa	ITC Midwest LLC	9/1/2011	#2011R02473
Buchanan	AMENDED AND RESTATED EASEMENT AGREEMENT	7/19/2011	Willard E. Carson and Jeanne M. Carson	ITC Midwest LLC	8/26/2011	#2011R02419
Buchanan	AMENDED AND RESTATED EASEMENT AGREEMENT	5/26/2011	Jerry L. Morey and Judy A. Morey	ITC Midwest LLC	6/7/2011	#2011R01631
Buchanan	AMENDED AND RESTATED EASEMENT AGREEMENT	5/25/2011	Ellen L. Gillund and Norman L. Gillund; Richard A. Michael and Judith K. Michael	ITC Midwest LLC	6/7/2011	#2011R01633
Buchanan	ELECTRIC LINE EASEMENT	10/12/2010*	Miles H. Hogan & Anita Hogan	ITC Midwest LLC	10/25/2010	2010R03247
Buchanan	AMENDED AND RESTATED EASEMENT AGREEMENT	05/24/2011	Effie M. Frye, as Trustee of the Effie M. Frye Revocable Trust & Norman S. Frye, Jr., as Trustee of the Norman S. Frye Jr. Revocable Trust	ITC Midwest LLC	06/07/2011	2011R01632
Buchanan	AMENDED AND RESTATED EASEMENT AGREEMENT	03/27/2009	Jerome J. Koch, as Trustee & Verna M. Koch, as Trustee	ITC Midwest LLC	09/18/2009	2009R03110

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Cedar	OVERHANG EASEMENT	4/5/2011*	Robert A. Harkins	ITC Midwest LLC	4/12/2011	2011 1294
Cedar	OVERHANG EASEMENT WITH ANCHOR AND GUY RIGHTS	4/5/2011*	Martin P. Middler and Michelle M. Middler	ITC Midwest LLC	4/12/2011	2011 1295
Cedar	GUY AND ANCHOR EASEMENT	10/11/2011*	Jack C. Ahlers and Judith Ahlers; John A. Ahlers and Brandi Ahlers	ITC Midwest LLC	10/12/2011	2011 3360
Cedar	OVERHANG EASEMENT	7/12/2011*	Ramon Jude Gilroy	ITC Midwest LLC	7/28/2011	2011 2493
Delaware	ELECTRIC LINE EASEMENT	9/2/2011*	Duane F. Conrad and Patty Conrad	ITC Midwest LLC	9/15/2011	2011 2915
Delaware	ELECTRIC LINE EASEMENT	8/23/2011*	Central Iowa Power Cooperative	ITC Midwest LLC	9/22/2011	2011 3031
Delaware	ELECTRIC LINE EASEMENT	5/16/2011*	Jean Downs	ITC Midwest LLC	6/1/2011	2011 1806
Delaware	ELECTRIC LINE EASEMENT	5/5/2011*	Diane Bessey, a/k/a Dolley Bessey and Randy Bessey	ITC Midwest LLC	5/24/2011	2011 1711
Delaware	ELECTRIC LINE EASEMENT	5/5/2011*	Charles Downs and Rose Downs	ITC Midwest LLC	5/24/2011	2011 1714
Delaware	ELECTRIC LINE EASEMENT	5/12/2011*	Chad A. Rave and Kristal A. Rave	ITC Midwest LLC	6/1/2011	2011 1805
Delaware	ELECTRIC LINE EASEMENT	5/5/2011*	Eric Smith and Sheila Smith aka Shelia Smith	ITC Midwest LLC	5/24/2011	2011 1710
Delaware	ELECTRIC LINE EASEMENT	5/5/2011*	Donald W. Lahr	ITC Midwest LLC	5/24/2011	2011 1713
Delaware	ELECTRIC LINE EASEMENT	5/26/2011*	Adam J. Moorman	ITC Midwest LLC	6/1/2011	2011 1804
Delaware	ELECTRIC LINE EASEMENT	5/12/2011*	Estate of Germaine Dorothy Deutmeyer, Deceased; Gary J. Welchert and Sandra M. Weichert	ITC Midwest LLC	6/1/2011	2011 1803
Delaware	ELECTRIC LINE EASEMENT	5/12/2011*	Keith T. Bockenstedt and Kristina J. Bockenstedt	ITC Midwest LLC	6/1/2011	2011 1807
Delaware	ELECTRIC LINE EASEMENT	5/12/2011*	Keith Bockenstedt and Kristi Bockenstedt	ITC Midwest LLC	6/1/2011	2011 1808
Delaware	ELECTRIC LINE EASEMENT	5/5/2011*	Agnes A. Steffensmeier	ITC Midwest LLC	5/24/2011	2011 1712
Delaware	ELECTRIC LINE EASEMENT	5/5/2011*	Clarence E. Hermsen and Theresa R. Hermsen	ITC Midwest LLC	5/24/2011	2011 1709
Delaware	AMENDED AND RESTATED EASEMENT AGREEMENT	04/21/2009	Progressive Pork L.C.	ITC Midwest LLC	10/07/2009	20093829
Delaware	AMENDED AND RESTATED EASEMENT AGREEMENT	03/10/2010	Progressive Pork L.C.	ITC Midwest LLC	05/21/2010	20101524
Delaware	ELECTRIC LINE EASEMENT	05/05/2011*	Donald W. Lahr	ITC Midwest LLC	05/24/2011	2011.1713
Delaware	ELECTRIC LINE EASEMENT	05/05/2011*	Clarence E. Hermsen & Theresa R. Hermsen	ITC Midwest LLC	05/24/2011	20111709
Delaware	ELECTRIC LINE EASEMENT	05/12/2011*	Keith Bockenstedt & Kristi Bockenstedt	ITC Midwest LLC	06/01/2011	20111808
Delaware	ELECTRIC LINE EASEMENT	05/05/2011*	Diane Bessey a/k/a Dolly Bessey & Randy Bessey	ITC Midwest LLC	05/24/2011	20111711
Delaware	WARRANTY DEED	10/21/2010*	Elk Wind Energy LLC	ITC Midwest LLC	02/03/2011	2011448
Delaware	REAL ESTATE TRANSFER – GROUNDWATER HAZARD STATEMENT	06/26/2009	Elk Wind Energy LLC	ITC Midwest LLC	02/03/2011	2011 GWH-448

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Des Moines	POLE EASEMENT	10/16/2008*	Eastern Iowa Light and Power Cooperative	ITC Midwest LLC	11/10/2008	2008 005769
Des Moines	WARRANTY DEED	12/18/2010*	Margaret Elizabeth Helt	ITC Midwest LLC	02/14/2011	2011-000629
Des Moines	REAL ESTATE TRANSFER – GROUNDWATER HAZARD STATEMENT	09/01/2010	Margaret Elizabeth Helt	ITC Midwest LLC	02/14/2011	GWH-110629
Dickinson	ELECTRIC LINE EASEMENT	7/15/2009*	Suzanne Edington and Frank D. Edington, Jr.	ITC Midwest LLC	7/31/2009	09-04974
Dickinson	ACCESS EASEMENT AGREEMENT	03/22/2011	Lost Lakes Wind Farm LLC	ITC Midwest LLC	04/05/2011	11-01458
Dickinson	WARRANTY DEED	03/23/2011*	Lost Lakes Wind Farm LLC	ITC Midwest LLC	04/05/2011	11-01457
Dubuque	ELECTRIC LINE EASEMENT	8/23/2011*	Central Iowa Power Cooperative	ITC Midwest LLC	9/22/2011	2011-00013493
Dubuque	AMENDED AND RESTATED EASEMENT AGREEMENT	03/17/2009	Robert F. Mensen & Georgina A. Mensen	ITC Midwest LLC	10/27/2009	006593990004, File 2009-00019852
Dubuque	AMENDED AND RESTATED EASEMENT AGREEMENT	06/05/2009	Dennis D. Ulbrich & Michele R. Ulbrich	ITC Midwest LLC	10/27/2009	0065938890004, File 2009-00019842
Dubuque	AMENDED AND RESTATED EASEMENT AGREEMENT	04/14/2009	Elmer M. Ries & Carla M. Ries	ITC Midwest LLC	10/27/2009	006593980004, File 2009-00019851
Dubuque	AMENDED AND RESTATED EASEMENT AGREEMENT	04/01/2009	Mark E. McAllister & Mary S. McAllister	ITC Midwest LLC	10/27/2009	006593730005, File 2009-00019826
Dubuque	AMENDED AND RESTATED EASEMENT AGREEMENT	08/07/2009	Helen Wolf, Brian M. Wolf & Lisa M. Wolf	ITC Midwest LLC	10/27/2009	006593950006, File 2009-00019848
Dubuque	AMENDED AND RESTATED EASEMENT AGREEMENT	04/16/2009	Helen Wolf, Mark Wolf, Lynne Wolf, Michael Wolf, Shyla Wolf, Keith Wolf, Nancy Wolf, Dawn Welter, James Welter, Becky Wolf, Brian M. Wolf & Lisa M. Wolf	ITC Midwest LLC	10/27/2009	006593920011, File 2009-00019845
Dubuque	AMENDED AND RESTATED EASEMENT AGREEMENT	03/25/2009	Eric P. Begle & Faye A. Begle	ITC Midwest LLC	10/27/2009	006593760004, File 2009-00019829
Dubuque	AMENDED AND RESTATED EASEMENT AGREEMENT	04/03/2009	Gerald L. Conrad & Jean M. Conrad	ITC Midwest LLC	10/27/2009	006593770005, File 2009-00019830
Dubuque	AMENDED AND RESTATED EASEMENT AGREEMENT	06/10/2009	Catherine Daly, James M. Daly & DeAnn K. Daly	ITC Midwest LLC	10/27/2009	006593710005, File 2009-00019824
Dubuque	AMENDED AND RESTATED EASEMENT AGREEMENT	06/10/2009	John M. Duggan	ITC Midwest LLC	10/27/2009	006593880004, File 2009-00019841
Dubuque	AMENDED AND RESTATED EASEMENT AGREEMENT	06/09/2009	Julius H. Hageman & Betty L. Hageman	ITC Midwest LLC	10/27/2009	006593900004, File 2009-00019843
Dubuque	AMENDED AND RESTATED EASEMENT AGREEMENT	06/09/2009	Julius H. Hageman & Betty L. Hageman	ITC Midwest LLC	10/27/2009	006593910004, File 2009-00019844
Dubuque	AMENDED AND RESTATED EASEMENT AGREEMENT	08/26/2009	Leroy A. Gaul & Mary J. Gaul a.k.a. Mary Jane Gaul	ITC Midwest LLC	10/27/2009	006593840005, File 2009-00019837
Dubuque	AMENDED AND RESTATED EASEMENT AGREEMENT	03/24/2009	Lyle J. Heiderscheit & Patricia C. Heiderscheit	ITC Midwest LLC	10/27/2009	006593850004, File No. 2009-00019838

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Dubuque	AMENDED AND RESTATED EASEMENT AGREEMENT	04/13/2009	Gerald J. Gaul a/k/a Gerald Gaul & Joan M. Gaul a/k/a Joan Gaul	ITC Midwest LLC	10/27/2009	006593800004, File 2009-00019833
Dubuque	ELECTRIC LINE EASEMENT	09/24/2009	Lyle Harris & Dianne M. Harris	ITC Midwest LLC	10/27/2009	006594050002, File 2009-00019858
Dubuque	AMENDED AND RESTATED EASEMENT AGREEMENT	03/26/2009	Craig Hoefler & Karen Hoefler	ITC Midwest LLC	10/27/2009	006593750004, File 2009-00019828
Dubuque	AMENDED AND RESTATED EASEMENT AGREEMENT	03/31/2009	Keith F. Hoefler & Brenda K. Hoefler	ITC Midwest LLC	10/27/2009	006593870005, File 2009-00019840
Dubuque	AMENDED AND RESTATED EASEMENT AGREEMENT	03/31/2009	Keith F. Hoefler & Brenda K. Hoefler	ITC Midwest LLC	10/27/2009	006593720004, File 2009-00019825
Dubuque	AMENDED AND RESTATED EASEMENT AGREEMENT	03/31/2009	Douglas J. Hoefler & Nancy M. Hoefler	ITC Midwest LLC	10/27/2009	006593740004, File 2009-00019827
Dubuque	AMENDED AND RESTATED EASEMENT AGREEMENT	07/06/2009	Aloysius John Kemp, Jr. & Helen E. Kemp	ITC Midwest LLC	10/27/2009	006593930004, File 2009-00019846
Dubuque	AMENDED AND RESTATED EASEMENT AGREEMENT	07/06/2009	Aloysius John Kemp, Jr. & Helen E. Kemp	ITC Midwest LLC	10/27/2009	006593940004, File 2009-00019847
Dubuque	AMENDED AND RESTATED EASEMENT AGREEMENT	03/25/2009	Jerald B. Klostermann & Rita Mae Klostermann	ITC Midwest LLC	10/27/2009	006593790004, File 2009-00019832
Dubuque	AMENDED AND RESTATED EASEMENT AGREEMENT	03/25/2009	Jerald B. Klostermann & Rita Mae Klostermann	ITC Midwest LLC	10/27/2009	006593780005, File 2009-00019831
Dubuque	AMENDED AND RESTATED EASEMENT AGREEMENT	07/14/2009	Jeffrey J. Lucas & Joni Lucas	ITC Midwest LLC	10/27/2009	006593960005, File 2009-00019849
Dubuque	ELECTRIC LINE EASEMENT	07/28/2009*	Michael J. Lehmann, Ruth A. Lehmann, & Russell Lehmann	ITC Midwest LLC	10/27/2009	006594040003, File 2009-00019857
Dubuque	ELECTRIC LINE EASEMENT	02/03/2010*	Edward J. Lukan	ITC Midwest LLC	04/07/2010	006706360002, File 2010-00004525
Dubuque	AMENDED AND RESTATED EASEMENT AGREEMENT	04/13/2009	Gerald J. Gaul a/k/a Gerald Gaul & Joan M. Gaul a/k/a Joan Gaul	ITC Midwest LLC	10/27/2009	006593800004, File 2009-00019833
Dubuque	AMENDED AND RESTATED EASEMENT AGREEMENT	06/09/2009	Welter Farms, Inc.	ITC Midwest LLC	10/27/2009	006593810006, File 2009-00019834
Dubuque	AMENDED AND RESTATED EASEMENT AGREEMENT	06/09/2009	Nicholas S. Welter	ITC Midwest LLC	10/27/2009	006593970005, File 2009-00019850
Dubuque	ELECTRIC LINE EASEMENT	09/03/2009*	Lawrence James Martin a/k/a Lawrence J. Martin, Pamela Diane Martin a/k/a Pamela D. Martin, Patrick J. Merkes & Sandy J. Merks	ITC Midwest LLC	10/27/2009	006594010003, File 2009-00019854
Dubuque	ELECTRIC LINE EASEMENT	[No Date; No Sig Page]	Daniel B. Zauche & Jacqueline S. Zauche	ITC Midwest LLC	04/30/2010	006735460002, File 2010-00005656
Dubuque	ELECTRIC LINE EASEMENT	09/17/2009*	Schilling Limited Partnership	ITC Midwest LLC	10/27/2009	006594020002, File 2009-00019855

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Dubuque	AMENDED AND RESTATED EASEMENT AGREEMENT	03/19/2009	Rick N. Pasker	ITC Midwest LLC	10/27/2009	006593860004, File 2009-00019839
Dubuque	AMENDED AND RESTATED EASEMENT AGREEMENT	04/14/2009	Leon J. Wolf & Rose M. Wolf	ITC Midwest LLC	10/27/2009	006593830004, File 2009-00019836
Dubuque	ELECTRIC LINE EASEMENT	02/04/2010*	Donald J. Schmidt & Erna M. Schmidt	ITC Midwest LLC	04/07/2010	006706310002, File 2010-00004520
Dubuque	ELECTRIC LINE EASEMENT	08/20/2009*	Gerald F. Westhoff Declaration of Trust & Mary Kay Westhoff Declaration of Trust	ITC Midwest LLC	10/27/2009	006594030002, File 2009-00019856
Fayette	GUY AND ANCHOR EASEMENT	10/25/2011*	Douglas D. Gamm and Judy M. Gamm	ITC Midwest LLC	11/8/2011	Book 2011 Page 3123
Fayette	ELECTRIC LINE EASEMENT	10/19/2011*	Donald E. Graf under the Donald E. Graf Revocable Trust Agreement and The Helen M. Graf Revocable Trust Agreement	ITC Midwest LLC	11/8/2011	Book 2011 Page 3115
Fayette	GUY AND ANCHOR EASEMENT	10/30/2011*	Donald E. Graf under the Donald E. Graf Revocable Trust Agreement and The Helen M. Graf Revocable Trust Agreement	ITC Midwest LLC	11/8/2011	Book 2011 Page 3116
Fayette	ELECTRIC LINE EASEMENT	9/21/2011*	James L. Kaufman, Sr. aka James L. Kaufman and Glenda J. Kaufman, James L. Kaufman Jr. and Jane A. Wortman aka Jane A. Domeyer and Kurt Domeyer	ITC Midwest LLC	11/8/2011	Book 2011 Page 3121
Fayette	ELECTRIC LINE EASEMENT	10/5/2011*	David L. Kunkle and Debra A. Kunkle and Darwin Peterson aka Darwin H. Peterson and Kathleen Peterson	ITC Midwest LLC	11/8/2011	Book 2011 Page 3118
Fayette	ELECTRIC LINE EASEMENT	10/12/2011*	The Neva Edith Miller Revocable Trust	ITC Midwest LLC	11/8/2011	Book 2011 Page 3120
Fayette	ELECTRIC LINE EASEMENT	10/12/2011*	W.T. Miller a/k/a Timothy Miller and Cynthia L. Miller	ITC Midwest LLC	11/8/2011	Book 2011 Page 3119
Fayette	ELECTRIC LINE EASEMENT	9/30/2011*	Peace Farm Co.	ITC Midwest LLC	11/8/2011	Book 2011 Page 3122
Fayette	ELECTRIC LINE EASEMENT	9/23/2011*	Cecilia M. Weepie	ITC Midwest LLC	11/8/2011	Book 2011 Page 3117
Greene	PARTIAL EASEMENT ASSIGNMENT	5/27/2011	Interstate Power and Light Company	ITC Midwest LLC	7/7/2011	2011-1179
Greene	ELECTRIC LINE EASEMENT	9/25/2008*	Louis Dreyfus Commodities Grand Junction, LLC	ITC Midwest LLC	4/1/2009	2009-0520
Grundy	ELECTRIC LINE EASEMENT	9/21/2011*	Bruce Adair	ITC Midwest LLC	10/17/2011	Book 2011 Page 2058
Grundy	ELECTRIC LINE EASEMENT	9/19/2011*	Anona Arends	ITC Midwest LLC	10/27/2011	Book 2011 Page 2144
Grundy	ELECTRIC LINE EASEMENT	9/19/2011*	Anona Arends	ITC Midwest LLC	10/27/2011	Book 2011 Page 2143
Grundy	ELECTRIC LINE EASEMENT	3/23/2011*	Mary M. Ascher and Mary M. Ascher, Life Estate, and Brent Ascher	ITC Midwest LLC	4/5/2011	Book 2011 Page 0687
Grundy	ELECTRIC LINE EASEMENT	8/16/2011*	Edwin C. Ash and Elizabeth A. Ash	ITC Midwest LLC	10/17/2011	Book 2011 Page 2052
Grundy	ELECTRIC LINE EASEMENT	4/6/2011*	Dean C. Aukes and Michele Aukes, and John D. Aukes and Tracy Aukes	ITC Midwest LLC	4/15/2011	Book 2011 Page 0755
Grundy	ELECTRIC LINE EASEMENT	8/16/2011*	Gary Lee Bienfang and Judith Marie Bienfang	ITC Midwest LLC	10/17/2011	Book 2011 Page 2053

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Grundy	ELECTRIC LINE EASEMENT	3/18/2011*	Olwen B. Busch Trust	ITC Midwest LLC	4/5/2011	Book 2011 Page 0697
Grundy	ELECTRIC LINE EASEMENT	3/18/2011*	Olwen B. Busch Trust	ITC Midwest LLC	4/5/2011	Book 2011 Page 0695
Grundy	ELECTRIC LINE EASEMENT	2/25/2011*	Lois Gail Buskhol and John Buskohl	ITC Midwest LLC	10/6/2011	Book 2011 Page 1949
Grundy	ELECTRIC LINE EASEMENT	3/15/2011*	Dorothy A. Callaway and Dale L. Callaway	ITC Midwest LLC	4/5/2011	Book 2011 Page 0696
Grundy	ELECTRIC LINE EASEMENT	4/18/2011*	City of Conrad, Iowa	ITC Midwest LLC	10/3/2011	Book 2011 Page 1906
Grundy	GUY AND ANCHOR EASEMENT	8/11/2011*	City of Conrad, Iowa	ITC Midwest LLC	10/3/2011	Book 2011 Page 1911
Grundy	ELECTRIC LINE EASEMENT	9/7/2011*	John W. Conrad, Dean R. Conrad a/k/a Dean Robert Conrad	ITC Midwest LLC	10/3/2011	Book 2011 Page 1902
Grundy	ELECTRIC LINE EASEMENT	7/19/2011*	Gertrude E. Craig	ITC Midwest LLC	10/17/2011	Book 2011 Page 2056
Grundy	ELECTRIC LINE EASEMENT	3/16/2011*	Ryndert A. DeGroot and Colleen R. DeGroot	ITC Midwest LLC	4/5/2011	Book 2011 Page 0694
Grundy	ELECTRIC LINE EASEMENT	3/9/2011*	Carroll L. Doak and Pamela K. Doak	ITC Midwest LLC	4/5/2011	Book 2011 Page 0686
Grundy	ELECTRIC LINE EASEMENT	3/30/2011*	Marvin J. Eflin and Colleen H. Eflin	ITC Midwest LLC	10/3/2011	Book 2011 Page 1907
Grundy	ELECTRIC LINE EASEMENT	8/19/2011*	Elmaru Farms, Inc.	ITC Midwest LLC	10/27/2011	Book 2011 Page 2138
Grundy	ELECTRIC LINE EASEMENT	4/4/2011*	Sue Lynne Freese	ITC Midwest LLC	4/15/2011	Book 2011 Page 0751
Grundy	ELECTRIC LINE EASEMENT	4/18/2011*	Greenwood Farms, Inc.	ITC Midwest LLC	10/3/2011	Book 2011 Page 1904
Grundy	ELECTRIC LINE EASEMENT	4/14/2011*	Bette L. Hammond, Jeffery D. Hammond and Sharon A. Hammond, Robert O. Hammond, Nicole M. Brorman aka Nicole M. Leuschner and Michael P. Leuschner, Debra J. Provence aka Debra J. Shearin and Clyde Shearin.	ITC Midwest LLC	5/12/2011	Book 2011 Page 0922
Grundy	ELECTRIC LINE EASEMENT	9/15/2011*	Dawn M. Hansen	ITC Midwest LLC	10/27/2011	Book 2011 Page 2142
Grundy	ELECTRIC LINE EASEMENT	3/29/2011*	Douglas R. Hess	ITC Midwest LLC	4/15/2011	Book 2011 Page 0754
Grundy	ELECTRIC LINE EASEMENT	3/29/2011*	Vail H. Hess Revocable Trust	ITC Midwest LLC	4/15/2011	Book 2011 Page 0752
Grundy	ELECTRIC LINE EASEMENT	3/29/2011*	Vail H. Hess Revocable Trust	ITC Midwest LLC	4/15/2011	Book 2011 Page 0753
Grundy	ELECTRIC LINE EASEMENT	7/13/2011*	Kenneth D. Hohenberger and Laura Lillard and Steven Lillard	ITC Midwest LLC	9/30/2011	Book 2011 Page 1875
Grundy	ELECTRIC LINE EASEMENT	3/9/2011*	David R. Hommel and Jane R. Hommel, Trustee of the Jane R. Hommel Family Trust	ITC Midwest LLC	4/4/2011	Book 2011 Page 0677
Grundy	GUY AND ANCHOR EASEMENT	4/1/2011*	Patricia Jackley and Rhonda Rego	ITC Midwest LLC	10/3/2011	Book 2011 Page 1912
Grundy	ELECTRIC LINE EASEMENT	10/7/2011*	Daniel L. Jacobsen and Lisa R. Jacobsen	ITC Midwest LLC	10/27/2011	Book 2011 Page 2145
Grundy	ELECTRIC LINE EASEMENT	4/11/2011*	Ronald R. Johnsen and Jane A. Johnsen	ITC Midwest LLC	5/12/2011	Book 2011 Page 0921
Grundy	ELECTRIC LINE EASEMENT	7/19/2011*	Opal D. Kruger and Gerald Kruger	ITC Midwest LLC	10/17/2011	Book 2011 Page 2055
Grundy	ELECTRIC LINE EASEMENT	4/7/2011*	Litchfield Realty Company	ITC Midwest LLC	4/15/2011	Book 2011 Page 0756

County	Agreement	Date of Agreement (*Date of Last Grantor's Signature)	Grantor	Grantee	Date Recorded	Document Number (Recorded)
Grundy	ELECTRIC LINE EASEMENT	3/22/2011*	Dixie Diane Phillips and Lennie Phillips, subject to a life estate in Duncan L. McMartin	ITC Midwest LLC	4/5/2011	Book 2011 Page 0691
Grundy	ELECTRIC LINE EASEMENT	3/21/2011*	Estate of Duncan L. McMartin	ITC Midwest LLC	4/5/2011	Book 2011 Page 0690
Grundy	ELECTRIC LINE EASEMENT	3/23/2011*	Jason D. McMartin and Sara McMartin	ITC Midwest LLC	4/5/2011	Book 2011 Page 0689
Grundy	ELECTRIC LINE EASEMENT	8/16/2011*	Gary L. Meyeraan and Shirly A. Meyeraan	ITC Midwest LLC	10/17/2011	Book 2011 Page 2051
Grundy	ELECTRIC LINE EASEMENT	8/30/2011*	Eloise L. Monk and Gerald R. Monk; Mary E. Moore; Ruth Moore Grimmius nka Ruth Moore Beiner and Kent D. Beiner	ITC Midwest LLC	10/27/2011	Book 2011 Page 2139
Grundy	ELECTRIC LINE EASEMENT	7/17/2011*	Arthur Mulder and Darlene Mulder	ITC Midwest LLC	10/17/2011	Book 2011 Page 2054
Grundy	OVERHANG EASEMENT	3/10/2011*	Donald L. Nason	ITC Midwest LLC	10/3/2011 11/8/2011	Book 2011 Page 1909 Book 2011 Page 2279, respectively
Grundy	ELECTRIC LINE EASEMENT	3/9/2011*	Marlyn C. Peters and Ines A. Peters	ITC Midwest LLC	4/5/2011	Book 2011 Page 0688
Grundy	ELECTRIC LINE EASEMENT	4/13/2011*	David L. Pisney, Trustee of the David L. Pisney Revocable Living Trust	ITC Midwest LLC	5/12/2011	Book 2011 Page 0923
Grundy	ELECTRIC LINE EASEMENT	8/24/2011*	Craig Reinking	ITC Midwest LLC	10/27/2011	Book 2011 Page 2141
Grundy	ELECTRIC LINE EASEMENT	8/24/2011*	Roger L. Reinking and Ardith Reinking	ITC Midwest LLC	10/27/2011	Book 2011 Page 2140
Grundy	ELECTRIC LINE EASEMENT	3/15/2011*	Linda Maria Albright Jorpeland aka Linda Maria Albright Jorpeland-Russell and Douglas Russell	ITC Midwest LLC	4/5/2011	Book 2011 Page 0692
Grundy	CORRECTIVE ELECTRIC LINE EASEMENT	4/25/2011*	Rynco Enterprises Corp.	ITC Midwest LLC	5/12/2011	Book 2011 Page 0920
Grundy	ELECTRIC LINE EASEMENT	3/16/2011*	Rynco Enterprises Corp.	ITC Midwest LLC	4/5/2011	Book 2011 Page 0698
Grundy	ELECTRIC LINE EASEMENT	8/24/2011*	John Sager and Laura Sagar	ITC Midwest LLC	11/8/2011	Book 2011 Page 2278
Grundy	ELECTRIC LINE EASEMENT	3/16/2011*	Arlyn K. Schipper amd Marla J. Schipper	ITC Midwest LLC	4/5/2011	Book 2011 Page 0693
Grundy	ELECTRIC LINE EASEMENT	3/18/2011*	Velma A. Sheller Trust	ITC Midwest LLC	4/5/2011	Book 2011 Page 0685
Grundy	GUY AND ANCHOR EASEMENT	3/11/2011*	Merl F. Stewart Revocable Trust, Merl F. Stewart Trustee	ITC Midwest LLC	10/6/2011	Book 2011 Page 1948
Grundy	ELECTRIC LINE EASEMENT	7/22/2011*	Janice M. Stickfort and Erwin D. Stickfort	ITC Midwest LLC	10/17/2011	Book 2011 Page 2057
Grundy	ELECTRIC LINE EASEMENT	3/16/2011*	Irene B. Strickler [as subject to said life estate] with the remainder interest in Sharon Rae Thompson and Bill Thompson; Carol Ann Flory; Nancy Kay Cordes and Randall Jon Cordes	ITC Midwest LLC	4/5/2011	Book 2011 Page 0684
Grundy	ELECTRIC LINE EASEMENT	3/8/2011*	Irene B. Strickler	ITC Midwest LLC	4/5/2011	Book 2011 Page 0683
Grundy	ELECTRIC LINE EASEMENT	5/14/2011*	Town of Beaman, Iowa	ITC Midwest LLC	10/3/2011	Book 2011 Page 1908

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Grundy	ELECTRIC LINE EASEMENT	7/3//2011*	Loren H. Trousdale, Trustee under the Loren H. Trousdale Separate Property Trust; Carol Jean Trousdale; Ann Trousdale Schleck and Raymond M. Schleck II; William H. Trousdale and Mary Lee Trousdale; Robert T. Trousdale and Mary B. Trousdale; John J. Trousdale and Mary Margaret Trousdale; Gordon J. Trousdale and Joanne LaMotte; Robert Herron Trousdale and Debra Jane Trousdale; Mary Trousdale Meister and Klaus Meister; James F. Trousdale and Cynthia M. Trousdale; Susan Kay Trousdale	ITC Midwest LLC	7/21/2011	Book 2011 Page 1359
Grundy	ELECTRIC LINE EASEMENT	3/17/2011*	Kenneth Van Hauen and Nadene Van Hauen	ITC Midwest LLC	4/5/2011	Book 2011 Page 0682
Grundy	ELECTRIC LINE EASEMENT	4/11/2011*	Carl R. Letz, Guardian/Conservator of the Floyd E. Van Tiger Conservatorship	ITC Midwest LLC	5/12/2011	Book 2011 Page 0927
Hamilton	ELECTRIC LINE EASEMENT	2/18/2011*	Duane A. Anderson and Betty Pamela Anderson; Barbara A. Anderson, Donald G. and Virginia E. Anderson; Cecil C. Anderson and Wilma Anderson	ITC Midwest LLC	3/8/2011	2011 552
Hardin	VEGETATION MANAGEMENT EASEMENT	8/31/2011*	Todd L. Alexander and Monika J. Aspengren-Alexander	ITC Midwest LLC	10/24/2011	2011 3033
Hardin	ELECTRIC LINE EASEMENT	2/25/2011*	Robin R. Allbee and Steven Allbee	ITC Midwest LLC	10/5/2011	2011 2790
Hardin	ELECTRIC LINE EASEMENT	10/17/2011*	Rachel Anderson	ITC Midwest LLC	10/26/2011	2011 3058
Hardin	ELECTRIC LINE EASEMENT	4/25/2011*	William J. Mayer, Trustee of the Restarted B.A.R.T. Children's Trust	ITC Midwest LLC	5/18/2011	2011 1343
Hardin	ELECTRIC LINE EASEMENT	5/19/2011*	Robert Bankes and R. Kathleen Bankes	ITC Midwest LLC	10/5/2011	2011 2783
Hardin	ELECTRIC LINE EASEMENT	5/4/2011*	G. Gordon Biles and Lois E. Biles	ITC Midwest LLC	5/18/2011	2011 1344
Hardin	VEGETATION MANAGEMENT EASEMENT	8/29/2011*	Jeffery M. Bonin and Lori K. Harms	ITC Midwest LLC	10/24/2011	2011 3037
Hardin	VEGETATION MANAGEMENT EASEMENT	9/19/2011*	Gary D. Borschel	ITC Midwest LLC	10/24/2011	2011 3036
Hardin	VEGETATION MANAGEMENT EASEMENT	9/19/2011*	Gary D. Borschel	ITC Midwest LLC	10/24/2011	2011 3035
Hardin	ELECTRIC LINE EASEMENT	3/3/2011*	Donald E. Bracy and Anna L. Bracy	ITC Midwest LLC	10/5/2011	2011 2786
Hardin	ELECTRIC LINE EASEMENT	4/12/2011*	Michael W. Broer and Faye Y. Broer	ITC Midwest LLC	4/27/2011	2011 1109
Hardin	ELECTRIC LINE EASEMENT	3/3/2011*	Rodger A. Christensen	ITC Midwest LLC	10/5/2011	2011 2784
Hardin	ELECTRIC LINE EASEMENT	3/4/2011*	Terry W. Clemons and Cindy L. Clemons	ITC Midwest LLC	10/5/2011	2011 2782
Hardin	ELECTRIC LINE EASEMENT	4/25/2011*	Philip L. and Laura A. Conaway	ITC Midwest LLC	5/18/2011	2011 1335
Hardin	ELECTRIC LINE EASEMENT	5/16/2011*	Ernest Goodman Farms, LTD	ITC Midwest LLC	10/5/2011	2011 2798
Hardin	ELECTRIC LINE EASEMENT	3/17/2011*	William D. Follett and Patricia S. Follett	ITC Midwest LLC	10/5/2011	2011 2795
Hardin	ELECTRIC LINE EASEMENT	5/10/2011*	Frederick A. and Margaret M. Fuhrman	ITC Midwest LLC	6/3/2011	2011 1489

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Hardin	ELECTRIC LINE EASEMENT	5/10/2011*	Frederick A. and Margaret M. Fuhrman	ITC Midwest LLC	6/3/2011	2011 1490
Hardin	ELECTRIC LINE EASEMENT	8/5/2011*	Kathryn Hanson and Alfred Hanson	ITC Midwest LLC	8/17/2011	2011 2265
Hardin	ELECTRIC LINE EASEMENT	3/22/2011*	Hardin County Conservation Board	ITC Midwest LLC	10/5/2011	2011 2793
Hardin	ELECTRIC LINE EASEMENT	6/8/2011*	Hardin County Home	ITC Midwest LLC	6/17/2011	2011 1659
Hardin	ELECTRIC LINE EASEMENT	6/8/2011*	Hardin County	ITC Midwest LLC	6/17/2011	2011 1660
Hardin	OVERHANG EASEMENT	3/7/2011*	Donald D. Hauser and Dolores Rae Hauser	ITC Midwest LLC	10/5/2011	2011 2774
Hardin	ELECTRIC LINE EASEMENT	6/24/2011*	Helen R. Hayden a/k/a Ruth Hayden; Cynthia Ann Diemer; Diane Ruth Hayden; Kimberly Marie Matthews and Farrell Todd Matthews	ITC Midwest LLC	7/8/2011	2011 1880
Hardin	GUY AND ANCHOR EASEMENT	4/10/2011*	Howard T. Hill and Nancy C. Hill	ITC Midwest LLC	10/5/2011	2011 2778
Hardin	ELECTRIC LINE EASEMENT	3/22/2011*	Keith R. Hoy II and Nancy K. Hoy	ITC Midwest LLC	10/5/2011	2011 2794
Hardin	ELECTRIC LINE EASEMENT	3/28/2011*	Iowa River Railroad	ITC Midwest LLC	10/5/2011	2011 2787
Hardin	ELECTRIC LINE EASEMENT	4/11/2011*	Hylton D. Jackson	ITC Midwest LLC	4/27/2011	2011 1108
Hardin	ELECTRIC LINE EASEMENT	6/2/2011*	Lorretta L. and Dallas D. Krause	ITC Midwest LLC	6/13/2011	2011 1595
Hardin	GUY AND ANCHOR EASEMENT	5/18/2011*	Charles E. Lakin revocable Trust, Charles E. Lakin as Trustee	ITC Midwest LLC	10/5/2011	2011 2776
Hardin	ELECTRIC LINE EASEMENT	4/15/2011*	Trenton R. Lambert and Carol Lambert	ITC Midwest LLC	4/27/2011	2011 1113
Hardin	ELECTRIC LINE EASEMENT	10/17/2011*	James R. Lyman, Jr. and Kathyrn M. Lyman	ITC Midwest LLC	10/26/2011	2011 3053
Hardin	ELECTRIC LINE EASEMENT	3/23/2011*	Michael A. May Jr. and Tisha L. May	ITC Midwest LLC	10/5/2011	2011 2792
Hardin	ELECTRIC LINE EASEMENT	3/22/2011*	Michael A. May, Sr. and Phyllis M. May	ITC Midwest LLC	10/5/2011	2011 2788
Hardin	ELECTRIC LINE EASEMENT	5/11/2011*	Rickey J. and Susan J. McDowell	ITC Midwest LLC	6/3/2011	2011 1486
Hardin	ELECTRIC LINE EASEMENT	5/11/2011*	Rickey J. and Susan J. McDowell	ITC Midwest LLC	6/3/2011	2011 1488
Hardin	ELECTRIC LINE EASEMENT	5/11/2011*	Rickey J. and Susan J. McDowell	ITC Midwest LLC	6/3/2011	2011 1487
Hardin	ELECTRIC LINE EASEMENT	4/18/2011*	Bernard Miller and Lorraine Miller	ITC Midwest LLC	4/27/2011	2011 1105
Hardin	ELECTRIC LINE EASEMENT	4/18/2011*	Bernard Miller and Lorraine Miller	ITC Midwest LLC	4/27/2011	2011 1106
Hardin	ELECTRIC LINE EASEMENT	4/18/2011*	Bernard Miller and Lorraine Miller	ITC Midwest LLC	4/27/2011	2011 1103
Hardin	ELECTRIC LINE EASEMENT	4/18/2011*	Bernard Miller and Lorraine Miller	ITC Midwest LLC	4/27/2011	2011 1104
Hardin	ELECTRIC LINE EASEMENT	9/27/2011*	Doris Miller aka Doris N. Miller	ITC Midwest LLC	10/7/2011	2011 2860
Hardin	ELECTRIC LINE EASEMENT	9/27/2011*	Doris Miller aka Doris N. Miller	ITC Midwest LLC	10/7/2011	2011 2861
Hardin	VEGETATION MANAGEMENT EASEMENT	10/11/2011*	Minnie E. Miller	ITC Midwest LLC	10/26/2011	2011 3060
Hardin	GUY AND ANCHOR EASEMENT	3/4/2011*	Robert J. Moore and Brandy C. Moore	ITC Midwest LLC	10/5/2011	2011 2781
Hardin	ELECTRIC LINE EASEMENT	5/16/2011*	Robert J. Moore and Brandy C. Moore	ITC Midwest LLC	10/5/2011	2011 2797

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Hardin	ELECTRIC LINE EASEMENT	4/11/2011*	Elaine F. Nehring	ITC Midwest LLC	4/27/2011	2011 1098
Hardin	CORRECTIVE ELECTRIC LINE EASEMENT	9/26/2011*	Steven R. Oberender and Linda A. Oberender	ITC Midwest LLC	10/7/2011	2011 2862
Hardin	OVERHANG EASEMENT	7/7/2011*	Kent Osborn	ITC Midwest LLC	7/18/2011	2011 1970
Hardin	ELECTRIC LINE EASEMENT	7/8/2011*	Prairie Land Cooperative	ITC Midwest LLC	7/18/2011	2011 1971
Hardin	ELECTRIC LINE EASEMENT	7/8/2011*	Prairie Land Cooperative	ITC Midwest LLC	7/18/2011	2011 1972
Hardin	GUY AND ANCHOR EASEMENT	7/12/2011*	Jerry Rash and Carol Rash	ITC Midwest LLC	10/5/2011	2011 2780
Hardin	GUY AND ANCHOR EASEMENT	7/12/2011*	Jerry Rash and Carol Rash	ITC Midwest LLC	10/5/2011	2011 2779
Hardin	ELECTRIC LINE EASEMENT	5/16/2011*	Jerry Rash and Carol Rash	ITC Midwest LLC	10/5/2011	2011 2796
Hardin	ELECTRIC LINE EASEMENT	2/25/2011*	Joseph W. Rash; Joseph W. Rash as Executor of the Estate of Patricia L. Rash	ITC Midwest LLC	10/5/2011	2011 2791
Hardin	ELECTRIC LINE EASEMENT	4/14/2011*	Kennerly N. Reece and Karen A. Reece	ITC Midwest LLC	4/27/2011	2011 1112
Hardin	ELECTRIC LINE EASEMENT	2/24/2011*	Paulette L. Reighard	ITC Midwest LLC	10/5/2011	2011 2789
Hardin	ELECTRIC LINE EASEMENT	4/11/2011*	Edmund C. and Miriam E. Renaud	ITC Midwest LLC	4/27/2011	2011 1101
Hardin	ELECTRIC LINE EASEMENT	4/11/2011*	Edmund C. and Miriam E. Renaud	ITC Midwest LLC	4/27/2011	2011 1100
Hardin	ELECTRIC LINE EASEMENT	4/15/2011*	Scott C. Renaud and Lisa Renaud	ITC Midwest LLC	4/27/2011	2011 1094
Hardin	VEGETATION MANAGEMENT EASEMENT	8/29/2011*	Shane M. Smith and Mandy Smith	ITC Midwest LLC	10/24/2011	2011 3034
Hardin	ELECTRIC LINE EASEMENT	4/11/2011*	Duane E. Snyder	ITC Midwest LLC	4/27/2011	2011 1096
Hardin	ELECTRIC LINE EASEMENT	4/11/2011*	Duane E. Snyder	ITC Midwest LLC	4/27/2011	2011 1095
Hardin	ELECTRIC LINE EASEMENT	8/8/2011*	Duane E. Snyder	ITC Midwest LLC	9/6/2011	2011 2436
Hardin	ELECTRIC LINE EASEMENT	4/11/2011*	Duane E. Snyder	ITC Midwest LLC	4/27/2011	2011 1097
Hardin	GUY AND ANCHOR EASEMENT	3/23/2011*	Jeffery T. Speicher and Janean Joy Speicher; Craig D. Speicher and Katherine R. Speicher	ITC Midwest LLC	10/5/2011	2011 2777
Hardin	GUY AND ANCHOR EASEMENT	3/21/2011*	Gene Earl Steelman and Audrey Steelman	ITC Midwest LLC	10/5/2011	2011 2775
Hardin	ELECTRIC LINE EASEMENT	4/12/2011*	Joan A. Struck and Darrell Struck	ITC Midwest LLC	4/27/2011	2011 1111
Hardin	ELECTRIC LINE EASEMENT	10/19/2011*	Audrey Thelke; Catherine Thelke Schmitt C.S. and Ryan Schmitt; Gary Thelke; Jessica Vandewater; Wade Welsh and Stephanie Welsh; Matthew Welsh; Scott Thelke; Corey Thelke	ITC Midwest LLC	10/26/2011	2011 3055
Hardin	ELECTRIC LINE EASEMENT	4/15/2011*	Sandra K. Trampe and William L. Trampe	ITC Midwest LLC	4/27/2011	2011 1110
Hardin	ELECTRIC LINE EASEMENT	3/9/2011*	Eldon Veld, Jr. and Connie Veld	ITC Midwest LLC	10/5/2011	2011 2785
Hardin	VEGETATION MANAGEMENT EASEMENT	10/11/2011*	Robert G. Waldo	ITC Midwest LLC	10/26/2011	2011 3039

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Hardin	ELECTRIC LINE EASEMENT	10/21/2011*	West Family Holdings LLC	ITC Midwest LLC	10/26/2011	2011 3054
Hardin	Vegetation Management Easement	8/30/2011*	Barbara Jean White and Roberta Charlene White	ITC Midwest LLC	10/24/2011	2011 3032
Hardin	ELECTRIC LINE EASEMENT	4/18/2011*	Mary Joan Wilkinson, Trustee of the Mary J. Wilkinson Trust and Lance R. Wilkinson	ITC Midwest LLC	4/27/2011	2011 1114
Hardin	ELECTRIC LINE EASEMENT	10/18/2011*	Naomi Winters as to a life estate only with remainder interest to Barbara Kaye Oke, Judith Carole Smith, Donna Jean Coffman, Tyson Kendell Winters, Trent Robert Winters and Tony Eldon Winters	ITC Midwest LLC	10/26/2011	2011 3056
Hardin	ELECTRIC LINE EASEMENT	10/18/2011*	Naomi Winters as to a life estate only with remainder interest to Barbara Kaye Oke, Judith Carole Smith, Donna Jean Coffman, Tyson Kendell Winters, Trent Robert Winters and Tony Eldon Winters	ITC Midwest LLC	10/26/2011	2011 3057
Hardin	ELECTRIC LINE EASEMENT	12/9/2010*	Robert T. Hamilton, Inc.	ITC Midwest LLC	1/7/2011	2011 0069
Hardin	ELECTRIC LINE EASEMENT	12/29/2010*	Debra L. Hansen and Jeffery M. Hansen, Trustees of the Debra L. Hansen Trust	ITC Midwest LLC	1/7/2011	2011 0070
Hardin	ELECTRIC LINE EASEMENT	12/13/2010*	Rex W. Ford and Ann J. Ford	ITC Midwest LLC	1/7/2011	2011 0071
Hardin	ELECTRIC LINE EASEMENT	1/24/2011*	Merle E. Aldinger, Deceased and Terry L. Aldinger; Michael M. Aldinger and Donna J. Aldinger	ITC Midwest LLC	2/7/2011	2011 0355
Hardin	ELECTRIC LINE EASEMENT	1/24/2011*	Michael M. Aldinger and Donna J. Aldinger	ITC Midwest LLC	2/7/2011	2011 0356
Hardin	ELECTRIC LINE EASEMENT	1/24/2011*	Michael M. Aldinger and Donna J. Aldinger	ITC Midwest LLC	2/7/2011	2011 0357
Hardin	ELECTRIC LINE EASEMENT	1/24/2011*	Michael M. Aldinger and Donna J. Aldinger	ITC Midwest LLC	2/7/2011	2011 0358
Hardin	ELECTRIC LINE EASEMENT	1/24/2011*	Terry L. Aldinger; Michael M. Aldinger and Donna J. Aldinger	ITC Midwest LLC	2/7/2011	2011 0359
Hardin	OVERHANG EASEMENT	3/18/2011*	Mary Lou Wood	ITC Midwest LLC	4/11/2011	2011 0938
Iowa	OVERHANG EASEMENT	5/24/2011*	Carmine F. Scarpa and Lisa A. Scarpa	ITC Midwest LLC	8/10/2011	Book 2011 Page 9237-9238
Iowa	OVERHANG EASEMENT	7/8/2011*	Jeffrey J. Burgess and Alesia M. Burgess	ITC Midwest LLC	8/10/2011	Book 2011 Page 9239-9240
Iowa	OVERHANG EASEMENT	5/24/2011*	Clyde A. Young	ITC Midwest LLC	8/10/2011	Book 2011 Page 9241-9242
Iowa	OVERHANG EASEMENT	6/8/2011*	Bradley K. Yoder and Amy N. Yoder	ITC Midwest LLC	8/10/2011	Book 2011 Page 9243-9244
Iowa	OVERHANG EASEMENT	5/24/2011*	Larry J. Nagel and Kathleen M. Nagel	ITC Midwest LLC	8/10/2011	Book 2011 Page 9245-9246
Iowa	GUY AND ANCHOR EASEMENT	6/16/2011*	Mary Ann Frimml and Daniel Lee Frimml	ITC Midwest LLC	8/10/2011	Book 2011 Page 9247-9248
Iowa	GUY AND ANCHOR EASEMENT	7/5/2011*	John Vogt	ITC Midwest LLC	8/10/2011	Book 2011 Page 9235-9236
Iowa	ELECTRIC LINE EASEMENT	6/16/2011*	John H. Spake and Corinne Spake	ITC Midwest LLC	7/28/2011	Book 2011 Page 8673-8674
Iowa	GUY AND ANCHOR EASEMENT	6/30/2011*	Carrie Lee Becker	ITC Midwest LLC	7/28/2011	Book 2011 Page 8675-8676

County	Agreement	Date of Agreement (*Date of Last Grantor's Signature)	Grantor	Grantee	Date Recorded	Document Number (Recorded)
Iowa	GUY AND ANCHOR EASEMENT	7/5/2011*	Virginia P. Dunton	ITC Midwest LLC	7/28/2011	Book 2011 Page 8671-8672
Iowa	GUY AND ANCHOR EASEMENT	6/14/2011*	Ira W. Berstler and Donna A. Bestler	ITC Midwest LLC	7/28/2011	Book 2011 Page 8651-8652
Iowa	GUY AND ANCHOR EASEMENT	6/14/2011*	Ira W. Berstler and Donna A. Bestler	ITC Midwest LLC	7/28/2011	Book 2011 Page 8653-8654
Iowa	OVERHANG EASEMENT	6/22/2011*	Dick R. McBride a/k/a Richard R. McBride and Lucinda McBride	ITC Midwest LLC	7/28/2011	Book 2011 Page 8655-8657
Iowa	OVERHANG EASEMENT	6/20/2011*	J.D. Kinze LLC	ITC Midwest LLC	7/28/2011	Book 2011 Page 8658-8660
Iowa	ELECTRIC LINE EASEMENT	6/16/2011*	Zuber's Corporation	ITC Midwest LLC	7/28/2011	Book 2011 Page 8661-8662
Iowa	ELECTRIC LINE EASEMENT	6/16/2011*	Walker Acres, Ltd.	ITC Midwest LLC	7/28/2011	Book 2011 Page 8663-8664
Iowa	ELECTRIC LINE EASEMENT	6/14/2011*	Brent F. Frederick	ITC Midwest LLC	7/28/2011	Book 2011 Page 8665-8666
Iowa	ELECTRIC LINE EASEMENT	6/16/2011*	Robert L. Walker and Loy B. Walker	ITC Midwest LLC	7/28/2011	Book 2011 Page 8667-8668
Iowa	OVERHANG EASEMENT	6/24/2011*	Iowa County, Iowa	ITC Midwest LLC	7/28/2011	Book 2011 Page 8669-8670
Jackson	GUY AND ANCHOR EASEMENT	3/4/2011*	Edward A. Reelfs and Magdalen A. Reelfs	ITC Midwest LLC	3/4/2011	11-878
Jackson	GUY AND ANCHOR EASEMENT	3/4/2011*	Edward A. Reelfs and Magdalen A. Reelfs	ITC Midwest LLC	3/4/2011	11-879
Jackson	ELECTRIC LINE EASEMENT	3/4/2011*	Edward A. Reelfs and Magdalen A. Reelfs	ITC Midwest LLC	3/4/2011	11-880
Jackson	OVERHANG EASEMENT	12/14/2010*	Michael V. Franzen and Kandy K. Franzen	ITC Midwest LLC	1/4/2011	11-51
Jackson	GUY AND ANCHOR EASEMENT	12/14/2010*	Michael V. Franzen and Kandy K. Franzen	ITC Midwest LLC	1/4/2011	11-52
Jackson	GUY AND ANCHOR EASEMENT	12/14/2010*	Darrell R. Thordsen and Lori L. Thordsen	ITC Midwest LLC	1/4/2011	11-60
Jackson	OVERHANG EASEMENT	12/14/2010*	Irene O. Thordsen a/k/a Irene Thordsen and Darrell R. Thordsen	ITC Midwest LLC	1/4/2011	11-53
Jackson	GUY AND ANCHOR EASEMENT	12/14/2010*	Irene O. Thordsen a/k/a Irene Thordsen and Darrell R. Thordsen	ITC Midwest LLC	1/4/2011	11-54
Jackson	OVERHANG EASEMENT	12/14/2010*	Irene O. Thordsen a/k/a Irene Thordsen	ITC Midwest LLC	1/4/2011	11-59
Jackson	GUY AND ANCHOR EASEMENT	12/14/2010*	Irene O. Thordsen a/k/a Irene Thordsen	ITC Midwest LLC	1/4/2011	11-58
Jackson	OVERHANG EASEMENT	12/23/2010*	Irene O. Thordsen a/k/a Irene Thordsen and Darrell R. Thordsen	ITC Midwest LLC	1/4/2011	11-55
Jackson	GUY AND ANCHOR EASEMENT	12/23/2010*	Irene O. Thordsen a/k/a Irene Thordsen and Darrell R. Thordsen	ITC Midwest LLC	1/4/2011	11-56
Jackson	GUY AND ANCHOR EASEMENT	12/23/2010*	Clifford B. DeLam and Debra L. DeLam	ITC Midwest LLC	1/4/2011	11-57
Jackson	AMENDED AND RESTATED EASEMENT AGREEMENT	2/22/2011	Elmer L. Huebbe and Rachel V. Huebbe	ITC Midwest LLC	5/23/2011	11-1982
Jackson	ELECTRIC LINE EASEMENT	4/18/2011*	Edward J. Schaefer and Christina Schaefer; Fred J. Droste and Sharon Droste	ITC Midwest LLC	5/23/2011	11-1991
Jackson	ELECTRIC LINE EASEMENT	3/28/2011*	Elaine Edwards and David W. Edwards	ITC Midwest LLC	5/23/2011	11-1992
Jackson	ELECTRIC LINE EASEMENT	3/16/2011*	Brenda M. Breeden and Robert Breeden	ITC Midwest LLC	5/23/2011	11-1988

County	Agreement	Date of Agreement (*Date of Last Grantor's Signature)	Grantor	Grantee	Date Recorded	Document Number [1] (Recorded)
Jackson	AMENDED AND RESTATED EASEMENT AGREEMENT	5/10/2011	Jane E. Dubert; Thomas J. Dubert, Monica A. Dubert Kilgore a/k/a Monica A. Kilgore and Mary J. Dubert;	ITC Midwest LLC	6/1/2011	11-2106
Jackson	ELECTRIC LINE EASEMENT	3/21/2011*	Frederick W. Hahn, Jr. and Marjorie J. Hahn	ITC Midwest LLC	5/23/2011	11-1989
Jackson	ELECTRIC LINE EASEMENT	3/15/2011*	James D. Sutton and Johnna V. Sutton	ITC Midwest LLC	5/23/2011	11-1990
Jackson	AMENDED AND RESTATED EASEMENT AGREEMENT	3/15/2011	Donna J. Sutton	ITC Midwest LLC	5/23/2011	11-1980
Jackson	AMENDED AND RESTATED EASEMENT AGREEMENT	3/8/2011	Charles L. Wilson and Patricia L. Wilson	ITC Midwest LLC	5/23/2011	11-1983
Jackson	AMENDED AND RESTATED EASEMENT AGREEMENT	2/23/2011	Richard L. Schnoor and Lois A. Schnoor	ITC Midwest LLC	5/23/2011	11-1981
Jackson	AMENDED AND RESTATED EASEMENT AGREEMENT	5/17/2011	Christopher C. Bandy and Julianna M. Bandy	ITC Midwest LLC	6/1/2011	11-2107
Jackson	AMENDED AND RESTATED EASEMENT AGREEMENT	3/15/2011	George Ronek and Mary C. Ronek	ITC Midwest LLC	5/23/2011	11-1978
Jackson	AMENDED AND RESTATED EASEMENT AGREEMENT	3/2/2011	Robert Meloy	ITC Midwest LLC	5/23/2011	11-1979
Jackson	AMENDED AND RESTATED EASEMENT AGREEMENT	2/17/2011	Kenneth P. Duhme, Rick O. Duhme and Kevin Duhme; Randy L. Duhme and Linda A. Duhme	ITC Midwest LLC	5/23/2011	11-1984
Jackson	AMENDED AND RESTATED EASEMENT AGREEMENT	2/17/2011	Randy L. Duhme and Linda A. Duhme	ITC Midwest LLC	5/23/2011	11-1976
Jackson	AMENDED AND RESTATED EASEMENT AGREEMENT	4/7/2011	John R. Deppe and Mary Joell Deppe; Lucille M. Deppe	ITC Midwest LLC	5/23/2011	11-1985
Jackson	AMENDED AND RESTATED EASEMENT AGREEMENT	3/17/2011	David A. Hankemeier	ITC Midwest LLC	5/23/2011	11-1975
Jackson	AMENDED AND RESTATED EASEMENT AGREEMENT	3/17/2011*	David Schwager and Alice Schwager	ITC Midwest LLC	5/23/2011	11-1974
Jackson	ELECTRIC LINE EASEMENT	3/17/2011*	David C. Schwager and Alice V. Schwager	ITC Midwest LLC	5/23/2011	11-1986
Jackson	ELECTRIC LINE EASEMENT	4/14/2011*	Schwager Farms L.L.C.	ITC Midwest LLC	5/23/2011	11-1987
Jackson	AMENDED AND RESTATED EASEMENT AGREEMENT	3/18/2011	Richard D. Pregler and Marie C. Pregler	ITC Midwest LLC	5/23/2011	11-1977
Jefferson	ELECTRIC LINE EASEMENT	10/15/2010*	Valley View Land LLLP	ITC Midwest LLC	1/26/2011	2011-0221
Jones	GUY AND ANCHOR EASEMENT	4/6/2011*	James R. Bicknese	ITC Midwest LLC	4/12/2011	2011 0973
Jones	GUY AND ANCHOR EASEMENT	4/6/2011*	James R. Bicknese	ITC Midwest LLC	4/12/2011	2011 0975
Jones	GUY AND ANCHOR EASEMENT	4/6/2011*	James R. Bicknese	ITC Midwest LLC	4/12/2011	2011 0974
Jones	ELECTRIC LINE EASEMENT	8/29/2011*	Michael J. Crist and Nancy J. Crist	ITC Midwest LLC	9/16/2011	2011 2342
Jones	ELECTRIC LINE EASEMENT	3/16/2011*	Larry Curley and Marlene Curley	ITC Midwest LLC	4/8/2011	2011 0937

County	Agreement	Date of Agreement (*Date of Last Grantor's Signature)	Grantor	Grantee	Date Recorded	Document Number (Recorded)
Jones	ELECTRIC LINE EASEMENT	4/5/2011*	Carol A. Hodgden a/k/a Carol Hodgeden	ITC Midwest LLC	4/12/2011	2011 0972
Jones	ELECTRIC LINE EASEMENT	3/16/2011*	Michael Jan Leslie, Sr. and Renda Lynn Leslie	ITC Midwest LLC	4/8/2011	2011 0938
Jones	ELECTRIC LINE EASEMENT	5/11/2011*	Jones County Conservation Board	ITC Midwest LLC	7/13/2011	2011 1785
Jones	ELECTRIC LINE EASEMENT	3/23/2011*	Wapsie Post #473, American Legion of Oxford Junction, Iowa	ITC Midwest LLC	4/8/2011	2011 0939
Jones	ELECTRIC LINE EASEMENT	4/6/2011*	James J. Schewe and Madonna M. Schewe	ITC Midwest LLC	4/12/2011	2011 0976
Jones	ELECTRIC LINE EASEMENT	3/22/2011*	Dennis Vander Heiden	ITC Midwest LLC	4/8/2011	2011 0940
Jones	ELECTRIC LINE EASEMENT	4/25/2011*	Mark A. Wills and Penny Wills	ITC Midwest LLC	6/8/2011	2011 1483
Jones	ELECTRIC LINE EASEMENT	4/5/2011*	Evelyn J. Eganhouse	ITC Midwest LLC	4/12/2011	2011 0977
Jones	GUY AND ANCHOR EASEMENT	3/23/2011*	Michael J. Vacek and Eloise Vacek	ITC Midwest LLC	4/8/2011	2011 0941
Jones	GUY AND ANCHOR EASEMENT	6/1/2011*	Robert F. Nowachek and Algean A. Nowachek	ITC Midwest LLC	7/13/2011	2011 1784
Jones	ELECTRIC LINE EASEMENT	3/22/2011*	Lawrence J. Meyer	ITC Midwest LLC	4/8/2011	2011 0942
Jones	GUY AND ANCHOR EASEMENT	6/28/2011*	Norman C. Wilslef and Donna J. Wilslef	ITC Midwest LLC	9/20/2011 7/28/2011	2011 2383 2011 1902
Jones	CORRECTIVE OVERHANG EASEMENT	6/28/2011*	Richard A. Bahnsen	ITC Midwest LLC	7/13/2011	2011 1783
Jones	OVERHANG EASEMENT	3/22/2011*	Richard A. Bahnsen	ITC Midwest LLC	4/8/2011	2011 0943
Jones	GUY AND ANCHOR EASEMENT	7/11/2011*	Duane D. Wenndt and Janice H. Wenndt; Larry G. Wenndt and Virginia I. Wenndt	ITC Midwest LLC	7/28/2011	2011 1901
Jones	ELECTRIC LINE EASEMENT	12/02/2010*	Citizens State Bank of Monticello, Iowa	ITC Midwest LLC	04/26/2011	2011 1080
Lee	SUBSTATION SITE EASEMENT AGREEMENT	4/8/2011*	Interstate Power and Light Company	ITC Midwest LLC	5/27/2011	2011 1473
Linn	ELECTRIC LINE EASEMENT	6/30/2011*	Elizabeth A. Belden and Leland K. Belden, Trustees of the Elizabeth A. Belden Revocable Trust	ITC Midwest LLC	9/2/2011	Book 8038 Page 274-275
Linn	ELECTRIC LINE EASEMENT	6/30/2011*	Elizabeth A. Belden and Leland K. Belden, Trustees of the Elizabeth A. Belden Revocable Trust	ITC Midwest LLC	9/2/2011	Book 8038 Page 276-277
Linn	ELECTRIC LINE EASEMENT	6/30/2011*	Elizabeth A. Belden and Leland K. Belden, Trustees of the Elizabeth A. Belden Revocable Trust	ITC Midwest LLC	9/2/2011	Book 8038 Page 272-273
Linn	CORRECTIVE ELECTRIC LINE EASEMENT	9/16/2011*	Elizabeth A. Belden and Leland K. Belden, Trustees of the Elizabeth A. Belden Revocable Trust	ITC Midwest LLC	9/29/2011	Book 8038 Page 630-631
Linn	CORRECTIVE ELECTRIC LINE EASEMENT	9/21/2011*	Blackford Farms, Inc.	ITC Midwest LLC	11/9/2011	Book 8108 Page 565-566

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Linn	ELECTRIC LINE EASEMENT	8/10/2011*	Burdette L. Blackford and Kristine V. Blackford; R. Wayne Blackford and Linda A. Blackford; Gary L. Blackford and Kathy L. Blackford	ITC Midwest LLC	9/2/2011	Book 8038 Page 288-291
Linn	ELECTRIC LINE EASEMENT	6/28/2011*	H. Shirley Burrell; Lynn R. Burrell and Edwin E. Burrell	ITC Midwest LLC	9/2/2011	Book 8038 Page 270-271
Linn	COREECTIVE ELECTRIC LINE EASEMENT	9/20/2011*	Mary L. Dlouhy	ITC Midwest LLC	10/17/2011	Book 8082 Page 229-230
Linn	ELECTRIC LINE EASEMENT	6/24/2011*	A Life Estate in Myron W. Fagle and Vivian L. Fagle and a remainder interest in Shirely Nelson and Howard Nelson; Dennis Fagle and Christy Fagle	ITC Midwest LLC	9/2/2011	Book 8038 Page 278-281
Linn	ELECTRIC LINE EASEMENT	8/2/2011*	Charles L. Hite and Frieda M. Hite	ITC Midwest LLC	9/2/2011	Book 8038 Page 292-293
Linn	ELECTRIC LINE EASEMENT	8/2/2011*	Charles L. Hite and Frieda M. Hite	ITC Midwest LLC	9/2/2011	Book 8038 Page 294-295
Linn	ELECTRIC LINE EASEMENT	8/2/2011*	Dorothea M. Lillie, Trustee of the Dorothea M. Lillie Trust	ITC Midwest LLC	9/2/2011	Book 8038 Page 284-285
Linn	ELECTRIC LINE EASEMENT	8/2/2011*	Dorothea M. Lillie, Trustee of the Dorothea M. Lillie Trust	ITC Midwest LLC	9/2/2011	Book 8038 Page 286-287
Linn	ELECTRIC LINE EASEMENT	5/27/2011*	Robert M. Pflughaupt, as Trustee of the Robert M. Pflughaupt Revocable Trust and Beverly J. Pflughaupt, as Trustee of the Beverly J/ (a/k/a Jean) Pflughaupt Revocable Trust	ITC Midwest LLC	9/2/2011	Book 8038 Page 268-269
Linn	ELECTRIC LINE EASEMENT	8/2/2011*	Platner Farm Corp.	ITC Midwest LLC	9/2/2011	Book 8038 Page 264-265
Linn	ELECTRIC LINE EASEMENT	7/26/2011*	Howard W. Powers	ITC Midwest LLC	9/2/2011	Book 8038 Page 262-263
Linn	ELECTRIC LINE EASEMENT	5/27/2011*	Steven A. Sanders and Kathleen A. Sanders	ITC Midwest LLC	9/2/2011	Book 8038 Page 266-267
Linn	ELECTRIC LINE EASEMENT	10/27/2011*	Mary Driskill-Sears, f/k/a Mary Ellen Hindman and Dianiel D Sears; Roger Lee Hindman	ITC Midwest LLC	11/9/2011	Book 8108 Page 567-569
Linn	ELECTRIC LINE EASEMENT	10/18/2011*	Donald L. Smyth, Wayne G. Smyth and Karen M. Smyth as Executors of the Estate of Vida M. Smyth and Donald L. Smyth, Wayne G. Smyth and Karen M. Smyth	ITC Midwest LLC	11/9/2011	Book 8108 Page 558-564
Linn	OVERHANG EASEMENT	7/19/2011*	Herbert Schade and Donna Schade	ITC Midwest LLC	8/26/2011	019304300002
Linn	OVERHANG EASEMENT	7/19/2011*	David G. Lopata and Georgene E. Lopata	ITC Midwest LLC	8/26/2011	019304310002
Linn	OVERHANG EASEMENT	7/25/2011*	Norma Gericke and Milo Gericke; Michael Gericke and Barbara Gericke; Dennis Gericke and Mary Jo Gericke, a/k/a Mary Jo Carlson	ITC Midwest LLC	8/26/2011	019304320005
Linn	ELECTRIC LINE EASEMENT	7/25/2011*	Norma Gericke and Milo Gericke; Michael Gericke and Barbara Gericke; Dennis Gericke and Mary Jo Gericke, a/k/a Mary Jo Carlson	ITC Midwest LLC	8/26/2011	019304350005

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Linn	GUY AND ANCHOR EASEMENT	7/25/2011*	Norma Gericke and Milo Gericke; Michael Gericke and Barbara Gericke; Dennis Gericke and Mary Jo Gericke, a/k/a Mary Jo Carlson	ITC Midwest LLC	8/26/2011	019304280005
Linn	OVERHANG EASEMENT	7/19/2011*	Laura M. Pollock; Laura M. Pollock, as executor of the Estate of Lowell D. Pollock	ITC Midwest LLC	8/30/2011	019310070003
Linn	OVERHANG EASEMENT	7/19/2011*	Laura M. Pollock; Laura M. Pollock, as executor of the Estate of Lowell D. Pollock, Deceased	ITC Midwest LLC	8/30/2011	019310080003
Linn	OVERHANG EASEMENT	7/14/2011*	Joy M. Jons	ITC Midwest LLC	8/26/2011	019304330002
Linn	OVERHANG EASEMENT	7/21/2011*	Jay Allen Carson and Kerri Kim Carson; Daniel Jay Carson	ITC Midwest LLC	8/30/2011	019310060003
Linn	OVERHANG EASEMENT	7/19/2011*	Clarence Joyce a/k/a Clarence E. Joyce	ITC Midwest LLC	8/26/2011	019304340002
Linn	ELECTRIC LINE EASEMENT	8/4/2011*	John E. Humphreys and Linda Sue Humphreys	ITC Midwest LLC	8/26/2011	019304360002
Linn	GUY AND ANCHOR EASEMENT	8/1/2011*	Hazel E. French, as Trustee of the Hazel E. French Trust	ITC Midwest LLC	8/26/2011	019304290002
Linn	ELECTRIC LINE EASEMENT	9/7/2011*	LO RO CO, LTD.	ITC Midwest LLC	10/3/2011	019388850002
Linn	GUY AND ANCHOR EASEMENT	6/22/2011*	Abernathey Family Farms LLC	ITC Midwest LLC	7/18/2011	015772460002
Linn	GUY AND ANCHOR EASEMENT	6/22/2011*	Michael W. Stoner and Gatana L. Stoner	ITC Midwest LLC	7/18/2011	015772470002
Linn	ELECTRIC LINE EASEMENT	2/19/2009*	Theodore W. Stark and Carrol A. Stark	ITC Midwest LLC	4/2/2009	014090890002
Linn	ELECTRIC LINE EASEMENT	9/16/2011*	City of Fairfax	ITC Midwest LLC	10/12/2011	019407640004
Linn	ELECTRIC LINE EASEMENT	1/14/2010*	City of Marion, Iowa	ITC Midwest LLC	1/18/2010	014713230007
Linn	ELECTRIC LINE EASEMENT	6/6/2006*	City of Marion, Iowa	ITC Midwest LLC	7/3/2006	009910730003
Linn	SUBSTATION SITE EASEMENT AGREEMENT	1/18/2011*	Interstate Power and Light Company	ITC Midwest LLC	2/18/2011	015449510005
Linn	ELECTRIC LINE EASEMENT	1/20/2011*	Louis W. Greif and Marcene M. Greif; Douglas A. Greif and Lisa Lynn Greif	ITC Midwest LLC	2/3/2011	015419600005
Linn	EASEMENT GRANT	3/17/2010*	Rick Stickle	ITC Midwest LLC	4/7/2011	015560770007
Linn	EASEMENT GRANT	3/17/2010*	Hawkeye Land Co.	ITC Midwest LLC	4/7/2011	015560760007
Linn	EASEMENT GRANT	3/17/2010*	Cedar Lake Development Co.	ITC Midwest LLC	4/7/2011	015560780008
Linn	ELECTRIC LINE EASEMENT	1/18/2011*	Interstate Power and Light Company	ITC Midwest LLC	2/18/2011	015449530006
Linn	ELECTRIC LINE EASEMENT	1/18/2011*	Interstate Power and Light Company	ITC Midwest LLC	2/18/2011	015449520006
Linn	GUY AND ANCHOR EASEMENT	1/25/2011*	MHEC Land Trust VII	ITC Midwest LLC	2/16/2011	015441910003
Linn	SUBSTATION SITE EASEMENT AGREEMENT	1/18/2011*	Interstate Power and Light Company	ITC Midwest LLC	2/18/2011	015449510005
Linn	UTILITY EASEMENT	10/5/2010	Wal-Mart Real Estate Business Trust	ITC Midwest LLC	1/25/2011	015405480014
Lucas	EASEMENT GRANT	12/3/2010*	Hawkeye Land Co.	ITC Midwest LLC	1/26/2011	2011-0147

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Lucas	ELECTRIC LINE EASEMENT	2/24/2011*	Dianna K. Schuster and Gary L. Schuster, as heir to the estate of Doris Kline f/k/a Doris Sinclair; Steven C. Sinclair and Joyce A. Sinclair, as heir to the estate of Doris Kline f/k/a Doris Sinclair; Billy D. Sinclair, as heir to the estate of Doris Kline f/k/a Doris Sinclair	ITC Midwest LLC	3/9/2011	2011-0428
Lucas	ELECTRIC LINE EASEMENT	2/17/2011*	Petr N. Solovyev and Valentina Solovyev	ITC Midwest LLC	3/11/2011	2011-0469
Madison	GUY AND ANCHOR EASEMENT	5/23/2011*	Richard C. McMichael and Patricia L. McMichael	ITC Midwest LLC	7/20/2011	2011 1879
Madison	GUY AND ANCHOR EASEMENT	6/22/2011*	Joan M. Zitelman and Daniel J. Zitelman	ITC Midwest LLC	7/20/2011	2011 1878
Madison	ELECTRIC LINE EASEMENT	8/8/2011*	Melvin Dwain Van Buren, as Trustee of the Melvin Dwain Van Buren Revocable Living Trust; Louise Anna Van Buren as Trustee of the Louise Anna Van Buren Revocable Living Trust; and Timothy T. Morey and Shelia R. Morey	ITC Midwest LLC	8/12/2011	, 2011 2142
Madison	ELECTRIC LINE EASEMENT	6/11/2011*	Robert A. Johnson and Renate L. Johnson	ITC Midwest LLC	7/22/2011	2011 1904
Madison	GUY AND ANCHOR EASEMENT	5/11/2011*	Merrill M. Rosander and Doris May Rosander	ITC Midwest LLC	7/22/2011	2011 1903
Madison	ASSIGNMENT AND ASSUMPTION AGREEMENT	10/11/2010	Central Iowa Power Cooperative	ITC Midwest LLC	1/25/2011	2011 262
Madison	RIGHT-OF-WAY EASEMENT	1/6/1949	George H. Michael and Nellie M. Michael	Southwestern Federated Power Cooperative	9/2/1949	4646 Book 85 Page 76
Madison	RIGHT-OF-WAY EASEMENT	1/13/1949	Harry L. Michael	Southwestern Federated Power Cooperative	9/2/1949	4647 Book 85 Page 77
Madison	RIGHT-OF-WAY EASEMENT	1/14/1949	Charles N. Reed	Southwestern Federated Power Cooperative	9/2/1949	4648 Book 85 Page 78
Madison	RIGHT-OF-WAY EASEMENT	2/4/1949	Henry C. Weller and Sarah Blake Weller	Southwestern Federated Power Cooperative	9/2/1949	4649 Book 85 Page 79
Madison	RIGHT-OF-WAY EASEMENT	1/14/1949	E.W. Koble and Mabel R. Koble (a/k/a Mable R. Koble)	Southwestern Federated Power Cooperative	9/2/1949	4650 Book 85 Page 80
Madison	RIGHT-OF-WAY EASEMENT	1/14/1949	Clyde L. Umsted	Southwestern Federated Power Cooperative	9/2/1949	4651 Book 85 Page 81
Madison	RIGHT-OF-WAY EASEMENT	1/18/1949	R.D. Lawrance	Southwestern Federated Power Cooperative	9/2/1949	4652 Book 85 Page 82
Madison	RIGHT-OF-WAY EASEMENT	1/14/1949	Harry B. DeLong and Garland F. Delong	Southwestern Federated Power Cooperative	9/2/1949	4653 Book 85 Page 83
Madison	RIGHT-OF-WAY EASEMENT	1/7/1949	J.T. Creger	Southwestern Federated Power Cooperative	9/2/1949	4654 Book 85 Page 84
Madison	RIGHT-OF-WAY EASEMENT	1/20/1949	Darrel Minnick and Emma Minnick	Southwestern Federated Power Cooperative	9/2/1949	4655 Book 85 Page 85
Madison	RIGHT-OF-WAY EASEMENT	1/14/1949	Charles E. Smith and Lula Mae Smith	Southwestern Federated Power Cooperative	9/2/1949	4656 Book 85 Page 86
Madison	RIGHT-OF-WAY EASEMENT	3/4/1949	Alice L. Stoskopf	Southwestern Federated Power Cooperative	9/2/1949	4657 Book 85 Page 87
Madison	RIGHT-OF-WAY EASEMENT	1/20/1949	Floyd B. Lamm	Southwestern Federated Power Cooperative	9/2/1949	4658 Book 85 Page 88
Madison	RIGHT-OF-WAY EASEMENT	1/20/1949	True W. Sheldon and Vera Sheldon	Southwestern Federated Power Cooperative	9/2/1949	4659 Book 85 Page 89

County	Agreement	Date of Agreement (*Date of Last Grantor's Signature)	Grantor	Grantee	Date Recorded	Document Number (Recorded)
Madison	RIGHT-OF-WAY EASEMENT	1/14/1949	Armin Van Buren and Edna E. Van Buren	Southwestern Federated Power Cooperative	9/2/1949	4660 Book 85 Page 90
Marshall	ACCESS EASEMENT	10/24/2011*	John W. Jones III	ITC Midwest LLC	10/26/2011	2011-00005899
Marshall	ELECTRIC LINE EASEMENT	1/12/2010*	Prairie Home Properties LLC	ITC Midwest LLC	1/27/2010	2010-00000347
Marshall	ELECTRIC LINE EASEMENT	1/12/2010*	Iowa River Railroad Inc.	ITC Midwest LLC	1/27/2010	2010-00000348
Marshall	ELECTRIC LINE EASEMENT	4/21/2009*	Jerry L. Allen and Debra S. Allen	ITC Midwest LLC	5/14/2009	2009-00002635
Marshall	ELECTRIC LINE EASEMENT	5/12/2008	David N. Ferguson	ITC Midwest LLC	6/3/2008	2008-00003346
Marshall	ELECTRIC LINE EASEMENT	5/12/2008	Timberland Inc.	ITC Midwest LLC	6/3/2008	2008-00003347
Marshall	ELECTRIC LINE EASEMENT	5/12/2008	Timberland Inc.; Leola J. Twedt	ITC Midwest LLC	6/3/2008	2008-00003348
Marshall	WARRANTY DEED	02/10/2011*	Laurel Wind Energy LLC	ITC Midwest LLC	03/18/2011	2011-00001642
Marshall	REAL ESTATE TRANSFER – GROUNDWATER HAZARD STATEMENT	09/01/2010	Laurel Wind Energy LLC	ITC Midwest LLC	03/18/2011	2011-0001643
Story	AMENDED AND RESTATED EASEMENT AGREEMENT	6/30/2011	Bradley K. Heemstra and Lynn S. Heemstra	ITC Midwest LLC	7/14/2011	2011-00006563
Story	AMENDED AND RESTATED EASEMENT AGREEMENT	1/11/2011	Fredrick K. Hoiberg and Carol S. Hoiberg	ITC Midwest LLC	1/24/2011	2011-00000899
Story	AMENDED AND RESTATED EASEMENT AGREEMENT	4/19/2011	Charles O. Griffin	ITC Midwest LLC	5/10/2011	2011-00004278
Story	AMENDED AND RESTATED EASEMENT AGREEMENT	2/17/2011	Ralph E. Appelgate and Linda L. Appelgate	ITC Midwest LLC	3/9/2011	2011-00002252
Story	AMENDED AND RESTATED EASEMENT AGREEMENT	2/17/2011	Ralph E. Appelgate f/k/a Ralph Appelgate and Linda L. Appelgate	ITC Midwest LLC	3/9/2011	2011-00002251
Story	AMENDED AND RESTATED EASEMENT AGREEMENT	10/15/2010	John E. Clary and Nancy Clary	ITC Midwest LLC	3/18/2011	2011-00002566
Story	AMENDED AND RESTATED EASEMENT AGREEMENT	10/15/2010	John E. Clary and Nancy Clary	ITC Midwest LLC	3/18/2011	2011-00002568
Story	AMENDED AND RESTATED EASEMENT AGREEMENT	9/2/2010	Steven T. Crow and Janice Crow	ITC Midwest LLC	2/22/2011	2011-00001797
Story	AMENDED AND RESTATED EASEMENT AGREEMENT	10/26/2010	Ernestine Safly Family, L.P. II	ITC Midwest LLC	2/22/2011	2011-00001794
Story	AMENDED AND RESTATED EASEMENT AGREEMENT	12/8/2010	Jack G. Fincham; Trust U/W/O Richard W. Fincham, Deceased, Hills Bank & Trust Company, Trustee; Benjamin L. Fincham; David G. Fincham; Nancy L. Fincham	ITC Midwest LLC	2/9/2011	2011-00001384
Story	AMENDED AND RESTATED EASEMENT AGREEMENT	11/13/2010	Jeffery P. Judge and Lourie Judge; Catherine J. Judge now known as Catherine J. Anderson and Shaon Anderson; Kristine K. Judge now known as Kristine K. Hinojos and Edward Hinojos	ITC Midwest LLC	3/18/2011	2011-00002567

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Story	ELECTRIC LINE EASEMENT	7/14/2010	Sarah Mills a/k/a Sarah R. Mills; Rebecca Mills a/k/a Rebecca A. Mills and Abby Mills a/k/a Abby E. Mills	ITC Midwest LLC	4/5/2011	2011-00003144
Story	AMENDED AND RESTATED EASEMENT AGREEMENT	9/1/2010	Kenneth E. Swan and Faye J. Swan	ITC Midwest LLC	2/22/2011	2011-00001796
Story	AMENDED AND RESTATED EASEMENT AGREEMENT	10/16/2010	Van K. Villwock and Teresa A. Villwock	ITC Midwest LLC	2/22/2011	2011-00001798
Story	AMENDED AND RESTATED EASEMENT AGREEMENT	9/2/2010	Dana K. Zimmerman and Mary J. Zimmerman	ITC Midwest LLC	2/22/2011	2011-00001795
Warren	GUY AND ANCHOR EASEMENT	5/31/2011*	Terrill L. Tigner	ITC Midwest LLC	7/20/2011	2011-5474
Warren	GUY AND ANCHOR EASEMENT	5/19/2011*	Brent Baughman and Jennifer Baughman	ITC Midwest LLC	7/20/2011	2011-5471
Warren	GUY AND ANCHOR EASEMENT	6/2/2011*	James L. Lind, Mary L. Siebels and Michael Siebels, John R. Jurgensen and Judy A. Jurgensen, Co-Trustees of the John R. Jurgensen and Judy A. Jurgensen Joint Trust	ITC Midwest LLC	7/20/2011	2011-5476
Warren	GUY AND ANCHOR EASEMENT	5/17/2011*	Gary Dean Johnston and Connie Johnston	ITC Midwest LLC	7/20/2011	2011-5472
Warren	GUY AND ANCHOR EASEMENT	5/12/2011*	Paul E. Keller	ITC Midwest LLC	7/20/2011	2011-5473
Warren	GUY AND ANCHOR EASEMENT	6/8/2011*	Warren County Conservation Commission	ITC Midwest LLC	7/20/2011	2011-5470
Warren	GUY AND ANCHOR EASEMENT	6/2/2011*	Ronald Joe Venn and Julie Anna Venn	ITC Midwest LLC	7/20/2011	2011-5475
Warren	RIGHT-OF-WAY EASEMENT	4/6/1949	Ross and Lester Freeman	Southwestern Federated Power Cooperative	10/14/1949	5797 Book 22 Page 131
Warren	RIGHT-OF-WAY EASEMENT	3/11/1949	Cornelius M. Flack	Southwestern Federated Power Cooperative	10/14/1949	5798 Book 22 Page 132
Warren	RIGHT-OF-WAY EASEMENT	2/8/1949	Arthur E. Haines	Southwestern Federated Power Cooperative	10/14/1949	5799 Book 22 Page 133
Warren	RIGHT-OF-WAY EASEMENT	2/15/1949	Ralph Day	Southwestern Federated Power Cooperative	10/14/1949	5800 Book 22 Page 134
Warren	RIGHT-OF-WAY EASEMENT	2/8/1949	Arthur E. Haines	Southwestern Federated Power Cooperative	10/14/1949	5801 Book 22 Page 135
Warren	RIGHT-OF-WAY EASEMENT	2/8/1949	Henry O.Otz et al.	Southwestern Federated Power Cooperative	10/14/1949	5802 Book 22 Page 136
Warren	RIGHT-OF-WAY EASEMENT	2/8/1949	Charlotte I. Reed	Southwestern Federated Power Cooperative	10/14/1949	5803 Book 22 Page 137
Warren	RIGHT-OF-WAY EASEMENT	2/8/1949	Charlotte I. Reed	Southwestern Federated Power Cooperative	10/14/1949	5804 Book 22 Page 138
Warren	RIGHT-OF-WAY EASEMENT	2/7/1949	A.H. Kennedy	Southwestern Federated Power Cooperative	10/14/1949	5805 Book 22 Page 139
Warren	RIGHT-OF-WAY EASEMENT	2/7/1949	E.J. Hollen	Southwestern Federated Power Cooperative	10/14/1949	5806 Book 22 Page 140
Warren	RIGHT-OF-WAY EASEMENT	2/16/1949	Hattie G. Wharff, Ernest Strange and Raymond C. Wharff	Southwestern Federated Power Cooperative	10/14/1949	5808 Book 22 Page 142
Warren	RIGHT-OF-WAY EASEMENT	2/16/1949	Hattie G. Wharff, Ernest Strange and Raymond C. Wharff	Southwestern Federated Power Cooperative	10/14/1949	5807 Book 22 Page 141
Warren	RIGHT-OF-WAY EASEMENT	2/8/1949	Guy Sargent	Southwestern Federated Power Cooperative	10/14/1949	5809 Book 22 Page 143

County	Agreement	Date of Agreement (*Date of Last Grantor's Signature)	Grantor	Grantee	Date Recorded	Document Number (Recorded)
Warren	RIGHT-OF-WAY EASEMENT	2/7/1949	Denzel Montgomery and Mary Montgomery	Southwestern Federated Power Cooperative	10/14/1949	5810 Book 22 Page 144
Warren	RIGHT-OF-WAY EASEMENT	2/16/1949	Walter Johnson	Southwestern Federated Power Cooperative	10/14/1949	5811 Book 22 Page 145
Warren	RIGHT-OF-WAY EASEMENT	2/9/1949	Harve and Yetta Franck	Southwestern Federated Power Cooperative	10/14/1949	5812 Book 22 Page 146
Warren	RIGHT-OF-WAY EASEMENT	2/9/1949	Mary F. Nickolson and Nellie Coulter	Southwestern Federated Power Cooperative	10/14/1949	5813 Book 22 Page 147
Warren	RIGHT-OF-WAY EASEMENT	2/16/1949	A.B. Carver and Blanche Carver	Southwestern Federated Power Cooperative	10/14/1949	5814 Book 22 Page 148
Warren	RIGHT-OF-WAY EASEMENT	3/4/1949	Harold Smalley and Ruby Smalley	Southwestern Federated Power Cooperative	10/14/1949	5815 Book 22 Page 149
Warren	RIGHT-OF-WAY EASEMENT	3/4/1949	A.E. Smalley	Southwestern Federated Power Cooperative	10/14/1949	5816 Book 22 Page 150
Warren	RIGHT-OF-WAY EASEMENT	2/15/1949	Ruth Johnson	Southwestern Federated Power Cooperative	10/14/1949	5817 Book 22 Page 151
Warren	RIGHT-OF-WAY EASEMENT	3/4/1949	Harold Smalley and Ruby Smalley	Southwestern Federated Power Cooperative	10/14/1949	5818 Book 22 Page 152
Warren	RIGHT-OF-WAY EASEMENT	4/15/1949	Simpson College	Southwestern Federated Power Cooperative	10/14/1949	5819 Book 22 Page 153
Warren	RIGHT-OF-WAY EASEMENT	2/10/1949	W.R. Wickett	Southwestern Federated Power Cooperative	10/14/1949	5820 Book 22 Page 154
Warren	RIGHT-OF-WAY EASEMENT	2/14/1949	W.L. Wickett	Southwestern Federated Power Cooperative	10/14/1949	5821 Book 22 Page 155
Warren	RIGHT-OF-WAY EASEMENT	2/15/1949	H. Ashton Wickett	Southwestern Federated Power Cooperative	10/14/1949	5822 Book 22 Page 156
Warren	RIGHT-OF-WAY EASEMENT	2/10/1949	Glen H. Ogle	Southwestern Federated Power Cooperative	10/14/1949	5823 Book 22 Page 157
Warren	RIGHT-OF-WAY EASEMENT	2/10/1949	Walter R. Wickett	Southwestern Federated Power Cooperative	10/14/1949	5824 Book 22 Page 158
Warren	RIGHT-OF-WAY EASEMENT	2/10/1949	Ira Taylor	Southwestern Federated Power Cooperative	10/14/1949	5825 Book 22 Page 159
Warren	RIGHT-OF-WAY EASEMENT	2/15/1949	H. Ashton Wickett, W.L. Wickett and F.B. Wickett	Southwestern Federated Power Cooperative	10/14/1949	5826 Book 22 Page 160
Warren	RIGHT-OF-WAY EASEMENT	2/22/1949	Mt. Tabor Church	Southwestern Federated Power Cooperative	10/14/1949	5828 Book 22 Page 162
Warren	RIGHT-OF-WAY EASEMENT	2/11/1949	Albert Cecil Walker and Bessie Walker	Southwestern Federated Power Cooperative	10/14/1949	5827 Book 22 Page 161
Warren	RIGHT-OF-WAY EASEMENT	2/11/1949	E.E. Cully and Nora Cully	Southwestern Federated Power Cooperative	10/14/1949	5829 Book 22 Page 163
Warren	RIGHT-OF-WAY EASEMENT	2/11/1949	Leo E. Spencer	Southwestern Federated Power Cooperative	10/14/1949	5830 Book 22 Page 164
Washington	ELECTRIC LINE EASEMENT	9/28/2011*	Midwest Wireless Iowa LLC d/b/a Verizon Wireless	ITC Midwest LLC	10/20/2011	2011-3614
Washington	SUBSTANTION SITE EASEMENT AGREEMENT	6/14/2011*	Interstate Power and Light Company	ITC Midwest LLC	7/7/2011	2011-2336
Worth	WARRANTY DEED	02/10/2011	Barton Windpower LLC	ITC Midwest LLC	03/17/2011	20110582

County	Agreement	Date of Agreement (*Date of Last Grantor's Signature)	Grantor	Grantee	Date Recorded	Document Number (Recorded)
Worth	REAL ESTATE TRANSFER – GROUNDWATER HAZARD STATEMENT	09/01/2010	Barton Windpower LLC	ITC Midwest LLC	03/17/2011	GWH-110582

Exhibit B

SUBORDINATION TERMS

The unsecured permitted indebtedness evidenced by this instrument is subordinated and subject in right of payment to the prior payment in full of all Senior Debt Obligations (as hereinafter defined) of ITC Midwest LLC, a limited liability company formed under the laws of the State of Michigan (the "Company"). Each holder of this instrument, by its acceptance hereof, agrees to and shall be bound by all the provisions hereof.

All capitalized terms used herein and not otherwise defined herein shall have the meanings attributed to them in the Sixth Supplemental Indenture, dated as of November 29, 2011 (as in effect on the date hereof, the "Supplemental Indenture"), between the Company and The Bank of New York Mellon Trust Company, N.A. (as successor to The Bank of New York Trust Company, N.A.), as trustee (the "Trustee").

The term "Senior Debt Obligations", as used herein, shall include all, loans, advances, debts, liabilities and obligations, howsoever arising (whether or not evidenced by any note or instrument and whether or not for the payment of money), direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising (collectively, as used herein, "Obligations") of the Company now or hereafter existing in respect of Senior Debt (as defined herein) and any amendments, modifications, deferrals, renewals or extensions of any such Senior Debt, or of any notes or evidences of indebtedness heretofore or hereafter issued in evidence of or in exchange for any such Obligation, whether for principal, interest (including interest payable in respect of any such Obligations subsequent to the commencement of any proceeding against or with respect to the Company under any chapter of the Bankruptcy Code, 11 U.S.C. § 101 *et seq.* (the "Bankruptcy Code"), or any provision of corresponding bankruptcy, insolvency or commercial reorganization legislation of any other jurisdiction, whether or not such interest is an allowed claim enforceable against the debtor, and whether or not the holder of such obligation would be otherwise entitled to receive dividends or payments with respect to any such interest or any such proceeding), premium (including Make-Whole Amount), if any, fees, expenses or otherwise.

The term "Senior Debt", as used herein, shall mean (i) all Senior Secured Debt and (ii) all unsecured Debt of the Company permitted to be incurred by the Company pursuant to the Mortgage Indenture or the Supplemental Indenture which is not subject to any subordination terms whether or not similar to those set forth in this instrument.

The term "Subordinated Debt", as used herein, shall mean all Obligations of the Company evidenced by this instrument owing to any Person now or hereafter existing hereunder (whether created directly or acquired by assignment or otherwise), whether for principal, interest (including, without limitation, interest accruing after the filing of a petition initiating any bankruptcy proceeding described in the definition of Senior Debt Obligations, whether or not such interest accrues after the filing of such petition for purposes of the Bankruptcy Code or is an allowed claim in such proceeding), fees, expenses or otherwise.

On and after the Closing Date, no payment on account of principal, interest, fees, premium, expenses or otherwise on this Subordinated Debt shall be made by the Company in cash or otherwise unless (a) full payment of all amounts then due and payable on all Senior Debt Obligations has been made, (b) such payment would be permitted by the Indenture and any Senior Debt Document (as defined below) and (c) immediately after giving effect to such payment, there shall not exist any Default or Event of Default. Any such payment permitted pursuant to this paragraph is hereinafter referred to as a "Permitted Payment". For the purposes of these provisions, no Senior Debt Obligations shall be deemed to have

been paid in full until the obligee of such Senior Debt Obligations shall have received payment in full in cash and 91 days shall have elapsed since the date of receipt of such payment.

Upon any payment or distribution of assets of the Company of any kind or character, whether in cash, property or securities, to creditors upon any dissolution or winding up or total or partial liquidation or reorganization of the Company, whether voluntary or involuntary or in bankruptcy, insolvency, receivership or other proceedings, then and in any such event all principal, premium and interest and all other amounts due or to become due upon all Senior Debt Obligations shall first be paid in full before the holders of the Subordinated Debt shall be entitled to retain any assets so paid or distributed in respect of the Subordinated Debt (whether for principal, premium, interest or otherwise), and upon any such dissolution or winding up or liquidation or reorganization, any payment or distribution of assets of the Company of any kind or character, whether in cash, property or securities, to which the holders of the Subordinated Debt would be entitled, except as otherwise provided herein, shall be paid *pro rata* among the holders of Senior Debt Obligations by the Company or by any receiver, trustee in bankruptcy, liquidating trustee, agent or other Person making such payment or distribution, or by the holders of the Subordinated Debt if received by them. So long as any Senior Debt Obligations are outstanding, the holder of this instrument shall not commence, or join with any creditor other than the Trustee or the Senior Debt Parties (as hereinafter defined) in commencing, or directly or indirectly causing the Company to commence, or assist the Company in commencing, any proceeding referred to in the preceding sentence.

The holder of this instrument hereby irrevocably authorizes and empowers (without imposing any obligation on) each Person (each such Person a "Senior Debt Party" and collectively, the "Senior Debt Parties") that has entered into an agreement, instrument, or other document evidencing or relating to any Senior Debt Obligation (each such agreement, instrument or other document, a "Senior Debt Document") as a lender or creditor and such Senior Debt Party's representatives, under the circumstances set forth in the immediately preceding paragraph, to demand, sue for, collect and receive every such payment or distribution described therein and give acquittance therefor, to file claims and proofs of claims in any statutory or nonstatutory proceeding, to vote such Senior Debt Party's ratable share of the full amount of the Subordinated Debt evidenced by this instrument in its sole discretion in connection with any resolution, arrangement, plan of reorganization, compromise, settlement or extension and to take all such other action (including, without limitation, the right to participate in any composition of creditors and the right to vote such Senior Debt Party's ratable share of the full amount of the Subordinated Debt at creditors' meetings for the election of trustees, acceptances of plans and otherwise), in the name of the holder of the Subordinated Debt evidenced by this instrument or otherwise, as such Senior Debt Party's representatives may deem necessary or desirable for the enforcement of the subordination provisions of this instrument. The holder of this instrument shall execute and deliver to each Senior Debt Party and such holder's representatives all such further instruments confirming the foregoing authorization, and all such powers of attorney, proofs of claim, assignments of claim and other instruments, and shall take all such other action as may be reasonably requested by such holder or such holder's representatives in order to enable such holder to enforce all claims upon or in respect of such holder's ratable share of the Subordinated Debt evidenced by this instrument.

The holder of this instrument shall not, without the prior written consent of the Senior Debt Parties, have any right to accelerate payment of, or institute any proceeding to enforce, the Subordinated Debt so long as any Senior Debt Obligations are outstanding, unless and until all Senior Debt Parties have accelerated payment thereof and commenced proceedings to enforce such Senior Debt Obligations.

After the payment in full of all amounts due in respect of Senior Debt Obligations, the holder or holders of the Subordinated Debt shall be subrogated to the rights of the Senior Debt Parties to receive payments or distributions of cash, property or securities of the Company applicable to Senior Debt Obligations until

the principal of, premium on, interest on and all other amounts due or to become due with respect to the Subordinated Debt shall be paid in full subject to the terms and conditions of the Subordinated Debt or of any agreement among the holders of the Subordinated Debt and other Subordinated Debt of the Company.

If any payment (other than a Permitted Payment) or distribution of assets of the Company of any kind or character, whether in cash, property or securities, shall be received by the holder of the Subordinated Debt in such capacity before all Senior Debt Obligations are paid in full, such payment or distribution will be held in trust for the benefit of, and shall be immediately paid over *pro rata* among the Senior Debt Parties, for application to the payment in full of Senior Debt Obligations, until all Senior Debt Obligations shall have been paid in full.

Nothing contained in this instrument is intended to or shall impair as between the Company, its creditors (other than the Senior Debt Parties) and the holders of the Subordinated Debt, the obligations of the Company to pay to the holders of the Subordinated Debt, as and when the same shall become due and payable in accordance with their terms, or to affect the relative rights of the holders of the Subordinated Debt and creditors of the Company (other than the Senior Debt Parties).

The Senior Debt Parties shall not be prejudiced in their rights to enforce the subordination contained herein in accordance with the terms hereof by any act or failure to act on the part of the Company.

The holder of this instrument agrees to execute and deliver such further documents and to do such other acts and things as the Senior Debt Parties may reasonably request in order fully to effect the purposes of these subordination provisions. Each holder of this instrument by its acceptance hereof authorizes and directs the trustee or other representative, if any, of the Subordinated Debt represented by this instrument on its behalf to take such further action as may be necessary to effectuate the subordination as provided herein and appoints such trustee or other representative, if any, as its attorney-in-fact for any and all such purposes.

The subordination effected by these provisions, and the rights of the Senior Debt Parties, shall not be affected by (i) any amendment of, or addition or supplement to, the Financing Agreements, any other Senior Debt Document, or any other document evidencing or securing Senior Debt Obligations, (ii) any exercise or non-exercise of any right, power or remedy under or in respect to the Financing Agreements, any other Senior Debt Document, or any other document evidencing or securing Senior Debt Obligations or (iii) any waiver, consent, release, indulgence, extension, renewal, modification, delay, or other action, inaction or omission, in respect of the Financing Agreements, any other Senior Debt Document, or any other document evidencing or securing Senior Debt Obligations; whether or not any holder of any Subordinated Debt shall have had notice or knowledge of any of the foregoing.

No failure on the part of any Senior Debt Party to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof; nor all any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedies provided by Law.

The holder of this instrument and the Company each hereby waive promptness, diligence, notice of acceptance and any other notice with respect to any of the Senior Debt Obligations and these terms of subordination and any requirement that the Trustee or any Senior Debt Party protect, secure, perfect or insure any Lien or any property subject thereto or exhaust any right to take any action against the Company or any other Person or any Mortgaged Property.

These terms of subordination shall continue to be effective or be reinstated, as the case may be, if at any time any payment of any of the Senior Debt Obligations is rescinded or must otherwise be returned by the

Trustee or any Senior Debt Party upon the insolvency, bankruptcy or reorganization of the Company or otherwise, all as though such payment had not been made.

The provisions of these terms of subordination constitute a continuing agreement and shall (i) remain in full force and effect until the indefeasible payment in full of the Senior Debt Obligations and the termination or expiration of all obligations to extend credit under the Senior Debt Documents, (ii) be binding upon the holder of this instrument, the Company and its successors, transferees and assignees and (iii) inure to the benefit of, and be enforceable by, the Trustee and each Senior Debt Party. Without limiting the generality of the foregoing clause (iii), each Senior Debt Party may assign or otherwise transfer all or any portion of its rights and obligations under all or any of the Senior Debt Documents to any other Person (to the extent permitted by the Senior Debt Documents), and such other Person shall thereupon become vested with all the rights in respect thereof granted to such Senior Debt Party herein or otherwise.

This instrument shall be governed by and construed in accordance with, the laws of the State of New York.

Exhibit C

THIS BOND HAS NOT BEEN REGISTERED PURSUANT TO THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR PURSUANT TO THE SECURITIES LAWS OF ANY STATE. ACCORDINGLY, THIS BOND MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED (1) EXCEPT IN ACCORDANCE WITH AN APPLICABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND ANY APPLICABLE STATE SECURITIES LAWS OR (2) UNLESS THIS BOND IS REGISTERED UNDER THE SECURITIES ACT AND ANY APPLICABLE STATE SECURITIES LAWS.

ITC MIDWEST LLC
3.50% First Mortgage Bonds, Series E due 2027

Original Interest Accrual Date: January 19, 2012
Stated Maturity: January 19, 2027
Interest Rate: 3.50% per annum
Interest Payment Dates: June 30 and December 31
Regular Record Dates: June 15 and December 15

This Bond is a Security within the
meaning of the within-mentioned Indenture.

Registered No. [RB -] [DATE]
$[ ][1] PPN [__]

ITC MIDWEST LLC, a limited liability company duly organized and existing under the laws of the State of Michigan (herein called the "Company", which term includes any successor corporation under the Indenture referred to below), for value received, hereby promises to pay to [ ], or its registered assigns, the principal sum of [ ] DOLLARS ($ _____) on the Stated Maturity specified above, and to pay interest (a) thereon from the Original Interest Accrual Date specified above or from the most recent Interest Payment Date to which interest has been paid or duly provided for, semi-annually in arrears on the Interest Payment Dates specified above in each year, commencing on June 30, 2012 and at Maturity, at the Interest Rate per annum specified above, until the principal hereof is paid or duly provided for and (b) to the extent permitted by law, on any overdue payment (including any overdue prepayment) of principal, any overdue payment of interest and any overdue payment of any Make-Whole Amount, at a rate per annum from time to time equal to the greater of (i) 5.50% and (ii) 2.0% over the rate of interest publicly announced by JPMorgan Chase Bank, N.A. from time to time in New York, New York as its "base" or "prime" rate. The interest so payable, and punctually paid or duly provided for, on any Interest Payment Date shall, as provided in such Indenture, be paid to the Person in whose name this Bond (or one or more Predecessor Securities) is registered at the close of business on the Regular Record Date specified above (whether or not a Business Day) next preceding such Interest Payment Date. Notwithstanding the foregoing, interest payable at Maturity shall be paid to the Person to whom principal shall be paid. Except as otherwise provided in said Indenture, any such interest not so timely paid or duly provided for shall forthwith cease to be payable to the Bondholder on such Regular Record Date and may either be paid to the Person in whose name this Bond (or one or more Predecessor Securities) is registered at the close of business on a Special Record Date for the payment of such

[1] Reference is made to Schedule A attached hereto with respect to the amount of principal paid hereon and the last date to which interest has been paid hereon.

Defaulted Interest to be fixed by the Trustee, notice of which shall be given to the Bondholders not less than 10 days prior to such Special Record Date, or be paid at any time in any other lawful manner not inconsistent with the requirements of any securities exchange or automated quotation system on which the Securities of this series may be listed, and upon such notice as may be required by such exchange or automated quotation system, all as more fully provided in said Indenture.

CERTIFICATE OF AUTHENTICATION

This is one of the Securities of the series designated therein referred to in the within-mentioned Indenture.

Date of Authentication: _____

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.
as Trustee

By: _____
Authorized Officer

Capitalized terms used in this Bond and not otherwise defined herein shall have the meaning assigned to such term in the Indenture.

Subject to the home office payment obligation set forth in Section 2.02(b) of the Supplemental Indenture (referred to below), payment of the principal of and Make-Whole Amount, if any, on this Bond and interest hereon at Maturity shall be made upon presentation of this Bond at the office or agency of the Trustee in New York, New York at c/o The Bank of New York Mellon, Trust Services Window, 101 Barclay Street, New York, New York 10286 or at such other office or agency as may be designated for such purpose by the Company from time to time in accordance with the Indenture. Subject to the home office payment obligation set forth in Section 2.02(b) of the Supplemental Indenture, payment of interest on this Bond (other than interest at Maturity) shall be made as set forth in Section 3.07 of the Original Indenture (as defined below). Payment of the principal of and Make-Whole Amount, if any, and interest on this Bond, as aforesaid, shall be made in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts.

This Bond is one of a duly authorized issue of securities of the Company (all such series of securities herein called the "Securities") issued and issuable in one or more series under and equally secured by a First Mortgage and Deed of Trust dated as of January 14, 2008 (such indenture as originally executed and delivered herein called the "Original Indenture" and as supplemented and modified by any and all indentures supplemental thereto, including the Supplemental Indenture referred to below, being herein called the "Indenture"), and has been issued pursuant to that certain Sixth Supplemental Indenture, dated as of November 29, 2011 (the "Supplemental Indenture"), each of the Original Indenture and the Sixth Supplemental Indenture being between the Company and The Bank of New York Mellon Trust Company, N.A. (as successor to The Bank of New York Trust Company, N.A.), as trustee (herein called the "Trustee," which term includes any successor trustee under the Indenture), to which Indenture reference is hereby made for a description of the property mortgaged, pledged and held in trust as security for payment of all amounts due under this Bond, the nature and extent of the security and the respective rights, limitations of rights, duties and immunities of the Company, the Trustee and the Holders of the Securities thereunder and of the terms and conditions upon which the Securities (including the Securities of this series) are, and are to be, authenticated and delivered and secured. The acceptance of this Bond

shall be deemed to constitute the consent and agreement by the Holder hereof to all of the terms and provisions of the Indenture. This Bond is one of the series of Securities designated above.

Notwithstanding anything to the contrary in Section 1.18 of the Original Indenture, in the Supplemental Indenture or in this Bond, if the Stated Maturity or any Redemption Date of this Bond shall not be a Business Day at any Place of Payment, then (notwithstanding any other provision of the Original Indenture or the Supplemental Indenture or this Bond) payment of interest on or principal (and premium, if any) of this Bond due at the Stated Maturity or on any Redemption Date thereof need not be made at such Place of Payment on such date, but may be made on the next succeeding Business Day at such Place of Payment with the same force and effect as if made on the Stated Maturity or on any Redemption Date thereof, provided that interest shall accrue on the Outstanding principal amount of this Bond due at the Stated Maturity or on any Redemption Date thereof until the date of actual payment. Interest hereon will be computed on the basis of a 360-day year of twelve 30-day months.

This Bond is subject to mandatory redemption under the circumstances set forth in Section 5.01 of the Original Indenture and as set forth in Section 2.03 of the Supplemental Indenture. This Bond is subject to redemption at the option of the Company, in whole or in part, as set forth in Section 2.04 of the Supplemental Indenture.

If an Event of Default, as defined in the Indenture, occurs and is continuing, the principal of this Bond may be declared or otherwise become due and payable in the manner, at the price (including any applicable Make-Whole Amount) and with the effect provided in the Indenture.

The Original Indenture permits, with certain exceptions as therein provided, the Trustee to enter into one or more supplemental indentures for the purpose of adding any provisions to, or changing in any manner or eliminating any of the provisions of, the Indenture with the consent of the Holders of a majority in aggregate principal amount of the Securities of all series then Outstanding under the Indenture, considered as one class; *provided, however,* that if there shall be Securities of more than one series Outstanding under the Indenture and if a proposed supplemental indenture shall directly affect the rights of the Holders of Securities of one or more, but less than all, of such series, then the consent only of the Holders of a majority in aggregate principal amount of the Outstanding Securities of each series so directly affected, considered as one class, shall be required; and *provided, further,* that if the Securities of any series shall have been issued in more than one Tranche and if a proposed supplemental indenture shall directly affect the rights of the Holders of Securities of one or more, but less than all, of such Tranches, then the consent only of the Holders of a majority in aggregate principal amount of the Outstanding Securities of all Tranches so directly affected, considered as one class, shall be required; and *provided, further,* that the Original Indenture permits the Trustee to enter into one or more supplemental indentures for limited purposes without the consent of any Holders of Securities and for certain other purposes with the consent of all Holders of affected Securities. The Original Indenture also contains provisions permitting the Holders of specified percentages in principal amount of the Securities then Outstanding, to waive compliance by the Company with certain provisions of the Indenture and certain past defaults under the Indenture and their consequences. Any such consent or waiver by the Holder of this Bond shall be conclusive and binding upon such Holder and upon all future Holders of this Bond and of any Bond issued upon the registration of transfer hereof or in exchange therefor or in lieu hereof, whether or not notation of such consent or waiver is made upon this Bond.

No reference herein to the Indenture and no provision of this Bond or of the Indenture shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal and interest and any Make-Whole Amount on this Bond at the times, place and rate, and in the coin or currency, herein prescribed.

As provided in the Indenture and subject to certain limitations therein set forth, the transfer of this Bond is registrable in the Security Register, upon surrender of this Bond for registration of transfer at the office or agency of the Trustee in New York, New York, which as of the date hereof is located at c/o The Bank of New York Mellon, Trust Services Window, 101 Barclay Street, New York, New York 10286, or such other office or agency as may be designated by the Company from time to time in accordance with the Indenture, duly endorsed by, or accompanied by a written instrument of transfer in the form attached hereto as Annex A duly executed by the Holder hereof, or his attorney duly authorized in writing, and thereupon one or more new Securities of this series of authorized denominations and of like tenor and aggregate principal amount, will be issued to the designated transferee or transferees.

The Securities of this series are issuable only as registered Securities, without coupons, and in denominations of $250,000 or any integral multiple thereof. As provided in the Indenture and subject to certain limitations therein set forth, Securities of this series are exchangeable for a like aggregate principal amount of Securities of the same series and Tranche, of any authorized denominations, as requested by the Holder surrendering the same, and of like tenor upon surrender of the Bond or Bonds to be exchanged at the office or agency of the Trustee in New York, New York at c/o The Bank of New York Mellon, Trust Services Window, 101 Barclay Street, New York, New York 10286, or such other office or agency as may be designated by the Company from time to time in accordance with the Indenture.

No service charge shall be made for any such registration of transfer or exchange, but the Company may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith in accordance with the Indenture.

The Company, the Trustee and any agent of the Company or the Trustee may treat the Person in whose name this Bond is registered as the absolute owner hereof for all purposes, whether or not this Bond be overdue, and neither the Company, the Trustee nor any such agent shall be affected by notice to the contrary.

The Securities of this series are not entitled to the benefit of any sinking fund.

As provided in Section 2.05 of the Supplemental Indenture, except as may be agreed to by the Holder hereof in connection with an offer made to all Holders of the Securities of this series on the same terms and conditions, the Company shall not and shall not permit any Affiliate of the Company to purchase, redeem or otherwise acquire, directly or indirectly, this Bond, except upon the payment or redemption of this Bond in accordance with the terms of the Indenture. The Company will promptly cause the Trustee to cancel this Bond once acquired by it or any Affiliate of the Company pursuant to any payment, redemption or purchase of this Bond pursuant to any provision of the Indenture and no Bonds may be issued in substitution or exchange for this Bond.

As provided in Section 16.01 of the Original Indenture, no recourse shall be had for the payment of the principal of or Make-Whole Amount, if any, or interest on any Securities, or any part thereof, or for any claim based thereon or otherwise in respect thereof, or of the indebtedness represented thereby, or upon any obligation, covenant or agreement under the Indenture, against, and no personal liability whatsoever shall attach to, or be incurred by, any incorporator, organizer, member, manager, stockholder, officer, director or employee, as such, past, present or future of the Company or of any predecessor or successor corporation (either directly or through the Company or a predecessor or successor corporation), whether by virtue of any constitutional provision, statute or rule of law, or by the enforcement of any assessment or penalty or otherwise; it being expressly agreed and understood that the Indenture and all the Securities (including the Bonds) are solely corporate obligations and that any such personal liability is hereby expressly waived and released as a condition of, and as part of the consideration for, the execution of the Indenture and the issuance of the Securities (including the Bonds).

Demand, presentment, protest and notice of non-payment and protest are hereby waived by the Company.

This Bond shall be governed by and construed in accordance with the law of the State of New York, except that (i) if this Bond shall become qualified and shall become subject to the Trust Indenture Act, to the extent that the Trust Indenture Act shall be applicable, this Bond shall be governed by and construed in accordance with the Trust Indenture Act and (ii) if the law of any jurisdiction wherein any portion of the Mortgaged Property is located shall govern the creation of a mortgage lien on and security interest in, or perfection, priority or enforcement of the Lien of the Indenture or exercise of remedies with respect to, such portion of the Mortgaged Property, this Bond shall be governed by and construed in accordance with the law of such jurisdiction to the extent mandatory.

Unless the certificate of authentication hereon has been executed by the Trustee or an Authenticating Agent by manual signature, this Bond shall not be entitled to any benefit as a Security under the Indenture or be valid or obligatory for any purpose.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the Company has caused this instrument to be duly executed.

ITC MIDWEST LLC

By: ITC Holdings Corp., as Sole Member

By:_____

Name: Cameron M. Bready
Title: Executive Vice President, Treasurer and Chief Financial Officer

Date: _____

SCHEDULE A

SCHEDULE OF NOTATIONS

The notations on the following table have been made by the holder of the within Bond in connection with the transfer thereof in accordance with Section 2.02(b) of the Supplemental Indenture.

Date of Notation	Amount of principal paid on the within Bond	Last date to which interest has been paid on the within Bond	Notation by Holder

ANNEX A

FORM OF ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sell(s), assign(s) and transfer(s) unto

PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER

_____

Please print or typewrite name and address, including postal zip code of assignee

_____

the within Bond and all rights thereunder, hereby irrevocably constituting and appointing

_____ attorney

to transfer said Bond on the Security Register, upon surrender of said Bond at office or agency of the Trustee in New York, New York, or such other office or agency as may be designated by the Company from time to time in accordance with the Indenture, with full power of substitution in the premises.

Dated: _____

[NAME OF TRANSFEROR]

By:_____
Name:

NOTICE: The signature to this assignment must correspond with the name as written upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

Signature Guarantee:_____

SIGNATURE GUARANTEE

Signatures must be guaranteed by an "eligible guarantor institution" meeting the requirements of the Security Registrar, which requirements include membership or participation in the Security Transfer Agent Medallion Program ("STAMP") or such other "signature guarantee program" as may be determined by the Security Registrar in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.